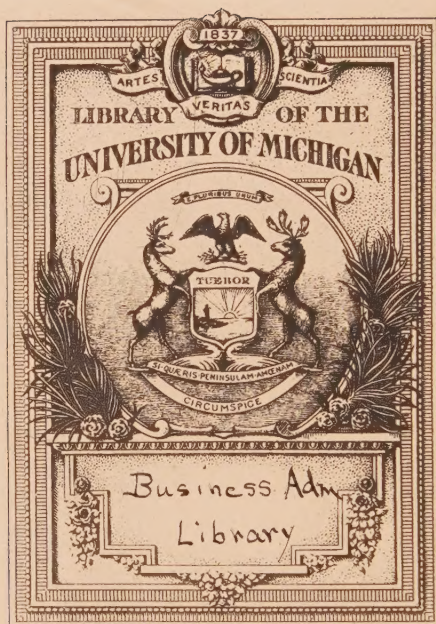


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RESEARCH STUDIES

II

COLLECTIVE BARGAINING AMONG PHOTO-ENGRAVERS
IN PHILADELPHIA



COLLECTIVE BARGAINING
AMONG
PHOTO-ENGRAVERS
IN
PHILADELPHIA

*Ordinary Methods Applied to an Occupation
Which is Both an Art and a Manual Trade*

BY
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PHILADELPHIA
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FOREWORD

Although the primary publications of the Department of Industrial Research will not consist of theses by graduate students who are fulfilling the requirements for their doctor's degrees, there will, nevertheless, from time to time be published certain selected doctors' theses which have been supervised within the Department, and which fit into and round out the general scheme of studies of the Department.

The study of "Collective Bargaining among Photo-engravers in Philadelphia" by Dr. Charles Leese is such a study,—it being one of the series of studies made of phenomena in the Philadelphia labor market.

JOSEPH H. WILLITS.

PREFACE

This is an attempt to set forth the methods used and the conditions influencing the bargaining relations between the wage-earners and the proprietors in the photo-engraving industry in Philadelphia since the formation of the union in 1898. Numerous searches have been made in the experiences of industry to find some means of effecting and preserving industrial peace, so frequently disrupted by costly disputes. Such studies, on the whole, find justification in the fact that they are studies of specific cases aiming to present all the factors and conditions influencing the particular situation. While this is a case study in labor relations embracing the photo-engraving industry in Philadelphia, it must be remembered that experiences in different industries, and in this same industry in different localities, vary considerably. The success or failure of any plan in a certain set of conditions is no assurance that similar results would be obtained if it were given universal application. Yet, if one experiment be carefully analyzed by giving expression to the conditions influencing the operation of that experiment, then the presence or absence of these conditions in other industries or in other localities may be expected to give some indication of the usefulness of such an experiment elsewhere.

The study of collective bargaining and collective agreements has come to embrace, more and more, a study of all the industrial and social factors involved. There are those who characterize man as a "fighting animal" unable to be absolutely peaceful. Some find causes for industrial disturbances in the misunderstanding between men and management; others assert that industry exists for purposes of exploitation rather than for social well-being. Still others

regard human nature as out of harmony with its environment, asserting that at some time past and in certain localities at present, less disparity exists than in industrial communities. Without upholding or attempting to justify any particular explanation for industrial disturbances prevalent in the factory system of production, this study aims to cover the whole realm of collective bargaining as it is worked out in a specific industry, in a certain locality, with the hope of bringing to light what that industry has to offer.

Four major steps comprise the basis of this study. The first takes up the development and nature of the photo-engraving industry, stressing those characteristics which have a distinct influence upon labor conditions. Since no important study can be undertaken successfully apart from its setting, it is essential that the nature of the industry, its scope, technique and importance, be fully presented.

The second division treats of the growth, present status and forms of the several organizations engaged in bargaining relations in the industry in Philadelphia. Since the economic background of the industry influences the forms of the national workers' and employers' organizations, as well as their policies and philosophies, and since the national and international organizations influence the bargaining process in Philadelphia, some discussion is devoted to the methods and policies of the national organizations before the local organizations are taken up. This is an important phase of collective bargaining because collective negotiations are based upon the principle that the individual workman cannot bargain effectively with his employer unless he organizes a union with his fellow employees and forms a legislative body of wage earners for the purpose of giving those who are to obey the laws of industry effective participation in determining what those regulations shall be. Consequently, the governmental structure of the organizations is described.

The third part of the study takes up the methods used in settling the disputes that arise during the formation of agreements and in the photo-engraving plants. The fact that the above-mentioned results have been accomplished

with few costly disruptions in the industry makes the experiment stand out as unique. This section considers: first, the making of agreements; second, the issues arising while negotiations are in progress to formulate agreements; third, the nature of the disputes and their significance; and finally, the machinery and methods used in settling the various disputes.

The fourth section deals with the more significant changes in working conditions with which collective bargaining has been concerned. By imposing the union shop upon the industry and by gaining control of the labor supply for photo-engraving, the union has succeeded in obtaining security of employment, higher standards of compensation, until the union journeymen of today are among the highest paid skilled workers in American industry. In addition, the union has been successful in reducing the work week to forty-four hours and securing improvements in other working conditions.

The method of treatment is historical rather than problematic. No attempt is made to determine the success or failure of any specific arrangements or plan of collective bargaining, but rather to set forth the actual conditions and results obtained. Expression is given to all the factors and conditions affecting the situation as far as it has been possible to collect pertinent data.

This would have been impossible without the co-operation of the various local and international executives of the Photo-Engravers' Union; the valuable aid given by the many individual employers and officials of the employers' associations; and contact with the Industrial Research Department, Wharton School of Finance and Commerce, University of Pennsylvania.

A large number of the members in the local union were interviewed during the progress of this study. Especially important was the help of Mr. Warner D. Curry, business manager of Philadelphia Local No. 7. He was constantly interrupted in his office, but always responded cheerfully in placing at the convenience of the writer essential information

from his records and in securing it from the offices of the international union. In addition to making these contributions, Mr. Curry also read the original manuscript and verified the data submitted. All of the employers in the Philadelphia area were interviewed. Their plants were frequently visited to observe the technical operations and to converse with their employees. Mr. A. W. Sanson, secretary of the Philadelphia Photo-Engravers' Association, contributed valuable data from his office files. A number of employers operating their plants on an open shop basis in other cities furnished information in answer to questionnaires. Mr. F. H. Freeman, secretary of the Employing Photo-Engravers' Association, deserves special mention in this respect. Mr. C. Le Verne Beales, chief statistician for manufactures, Census Bureau, has checked and verified the census figures used in the study.

It was under the general direction and guidance of Miss Anne Bezanson, associate director of the Industrial Research Department, that this study was undertaken. She not only supervised its progress in all stages in the preparation of the manuscript, but also made available the facilities of the Research Department. The writer is also indebted to Professor W. E. Fisher, of the Wharton School, for criticisms and suggestions, and to Miss Miriam Hussey, of the Industrial Research Department, for valuable help offered during the revision of the manuscript.

CHARLES LEESE

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CHAPTER I

APPLICATION OF PHOTO-MECHANICAL MEANS TO ENGRAVING

CLASSIFICATION OF THE VARIOUS KINDS OF ENGRAVING

“Engraving may be broadly defined as the art of drawing or writing on any substance by means of an incised line.”¹ In the commercial sense it includes the reproduction of designs, pictures, and drawings by hand or photo-mechanical means upon stone, wood, or metal surfaces, in the form of cuts, blocks, and plates for use in the several kinds of printing presses. The subject matter is etched in either by hand or by the use of chemicals upon the printing surface. The general field of engraving may be subdivided in several ways, depending upon the basis of classification employed. The usual method takes the nature of the printing surface of the plates as the criterion. Accordingly, the three major divisions are relief, intaglio, and planographic surfaces.

The relief process is represented by typographic or letterpress printing where the design or type stands in relief or higher than the other parts of the plate. When the plate is finished and is used in the printing press, the high parts are inked and, therefore, make an impression when brought into contact with the paper upon which printing is to be done. Wood engraving is the oldest form of engraving in relief; the parts which are not to print are carved away by hand or etched away by chemicals. In the engraving of metallic plates, chemicals are generally used to secure this effect on the parts of the plate not protected by an “acid resistant.”² During the process of corrosion the parts of the plate which are not to print are lowered beneath the level of the image or design. Groesbeck describes briefly the characteristics

¹ Hind, Arthur M., *Short History of Engraving and Etching*, London, 1909, page 1.

² Cf. glossary for definition of terms, pages 161-165.

of the relief process as follows: "The etched parts are lower than the protected parts, which remain in relief and are the printing surface of the plate. Any printing plate in this form is called a 'relief plate' whether the low areas are etched away or cut by hand or machine."³ The relief process is represented by wood, half-tone and line engraving, in color as well as in black and white.

Intaglio is the exact reverse of typographic printing. Here the design to be printed is etched or engraved into the plate. A special kind of printing press is necessary for using intaglio plates. During the printing operations, the ink rollers, in passing over the plate, leave a deposit of ink in the low areas and sunken surfaces, which consist of such lines, dots, and depressions of various shapes and depths as are required for a faithful reproduction of the image. A scraper then passes over the plate, removing all superfluous ink and leaving the high parts clean or nearly so, while the ink adheres to the etched surfaces in various thicknesses depending upon their depth. Steel engraving represents the oldest form of intaglio, while photogravure and rotogravure⁴ are its most recent developments.

In planographic printing the design is neither raised nor lowered from the surface of the plate but is even with it. Some of its forms or processes are zincography and metalithography,⁴ but lithography is, by far, its leading commercial development. Browne⁵ defines lithography as "the act of writing or drawing upon stone and the process of reproducing such writings or drawings on paper or other materials." In recent years aluminum and other metals have been used extensively instead of a special stone imported from Bavaria. The process involves drawing or transferring the copy or design upon a lithographer's stone or metallic surface in ink or crayon by hand, or, as frequently at present, by photographic means, and then treating with

³ Groesbeck, H. A., *Process and Practice of Photo-Engraving*; New York, 1924, page 10.

⁴ Cf. glossary.

⁵ Browne, W. C., *Practical Text Book of Lithography*; New York, 1912, page 4.

chemicals those parts of the drawing to which the ink is to adhere when printing. When the ink rollers pass over the plate during the printing operation, the ink must adhere to those parts of the plate from which impressions are to be made upon the paper. Consequently, the two conditions required of the plate or stone as the result of chemical treatment are as follows: first, the areas of the stone or plate doing the printing must be grease-attracting so as to cause the fatty ink to adhere to those parts, and at the same time they must reject the water supplied during the "damping operations"; second, the other parts must have a "liking for water" and repel the greasy ink so that they will not make any impression during printing.⁶ Lithography employs two processes; namely, the older direct method, where the presses print directly from the surface of the stone or plate to the paper, and the indirect or offset process, in which the design is first transferred from the stone to a rubber blanket on a cylinder and thence in turn to the paper or material upon which the impression is desired.⁷ Lithography is adaptable to printing in various colors, and its commercial importance is found chiefly in the printing of office and bank stationery, display cards, posters, labels, etc.⁸

Using the composition of the plates as the criterion, another classification of the general field of engraving consists of wood, steel, copper, zinc, aluminum, stone or lithograph, etc. As to the method of engraving the image on the plate, the classifications are hand engraving, part hand and part chemical etching, and photo-mechanical means combined with chemical etching. The photo-mechanical process is employed in making relief and intaglio as well as planographic plates. Metal plates are used in all of the three major divisions, while the use of wood cuts is confined to relief work.

⁶ Goodman, Joseph, *Practical Modern Metalithography*; London, 1914, pages 3 and 4.

⁷ Rhoades, H. J., *The Art of Lithography*; London, 1914, page 4.

⁸ Hackleman, C. W., *Commercial Photo-Engraving and Printing*; Indianapolis, 1921, page 484.

THE FIELD OF PHOTO-ENGRAVING

For the purposes of this study, made evident later, it is important to define the limits of the photo-engraving industry. Various conceptions of the industry are held by the several authorities on photo-engraving, the United States Census Bureau, and the International Photo-Engravers' Union. Horgan states that "photo-engraving is the term used for the engraving of metal plates in relief, with the assistance of photography, so they may be printed together with type."⁹ Accordingly, he excludes intaglio engraving and planography and limits photo-engraving to line and half-tone engraving in relief. Groesbeck has a similar conception of the extent of the industry. "There are but two kinds of photo-engravings, line plates and half-tones. There are a great many styles of each and they may be combined in many ways, but these two represent the basic groups on which all others are built."¹⁰ He further describes photo-engraving as "the art of photographically printing an acid resist on a metal plate and then etching the unprotected parts." The protected parts then "remain in relief and become the printing surface of the plate. Any printing in this form is called a relief plate."¹¹ This distinction likewise, excludes the various forms of intaglio engraving and planography from the photo-engraving industry.

The United States Census Bureau gives the photo-engraving industry a wider scope in the field of engraving than do the authors quoted above. The bureau, under "Photo-Engraving not done in Printing Establishments," includes relief and intaglio work done in commercial establishments which prepare plates for the printing and publishing industry. Many newspaper plants operate their own departments for making photo-engraved and rotogravure plates. It is important to note that photo-engraving done in such

⁹ Horgan, S. H., *The Photo-Engraving Primer*; Boston, 1920, Page v.

¹⁰ *Op. cit.*, pages 10, 11.

¹¹ *Ibid.*, page 10.

newspaper plants is excluded from the statistics of the bureau. It includes in its enumerations of the photo-engraving industry only those establishments which "do not ordinarily print from the plates which they make but prepare them for printing by other concerns."¹² On this point the Bureau of the Census makes the following distinction: "Photo-engraving is done to a considerable extent as a subsidiary activity by establishments engaged in other lines of work. The value of photo-engraving thus done outside of the industry proper in 1925 was \$4,446,090, an amount equal to 7.6 per cent of the value of the photo-engraving done in the industry as classified. Of this sum \$3,563,633 was reported by the printing and publishing industry and \$882,457 by establishments in other industries."¹³ The Census Bureau in its concept of the photo-engraving industry includes all forms of relief and intaglio work¹⁴ not done in printing establishments, but does not include planography, which is reported separately under "lithography." These distinctions must be remembered when considering the census reports on photo-engraving.

The jurisdictional scope of the International Photo-Engravers' Union of North America, as defined in its constitution, extends over the whole field of engraving. The union embraces all workers engaged in the relief, intaglio and planographic processes. Section 2, Article 1, of the constitution reads as follows: "Jurisdiction of this organization shall extend over all workers engaged in and include all methods and processes and parts thereof, of reproducing likenesses of whatever character or description reproduced by means of photography, or otherwise, and used for printing purposes. Included among the branches of photo-engraving, lithography, photogravure, etc., shall be artists, soft metal, label and wood engravers and all other branches that may develop from time to time." The explanation of this inclusive provision is the fact that the International Photo-

¹²*Thirteenth Census, Volume VIII, Manufactures*, page 348.

¹³*Ibid.*, "Mimeographed Release for December 14, 1926."

¹⁴*Ibid.*, *Fourteenth Census, Volume X, Manufactures*, Appendix D, page 541.

Engravers' Union has been for some time seriously engaged in carrying on negotiations with other unions in the graphic arts for a merger into one organization.¹⁵ Although the American Federation of Labor has granted the International Photo-Engravers' Union jurisdiction over the whole field of the graphic arts, the commercial artists and lithographers refuse to affiliate with the Photo-Engravers' Union. The fact remains that the eight thousand members of the International Photo-Engravers' Union and the six hundred members of the Philadelphia local No. 7 are recruited mainly from the commercial and newspaper photo-engraving plants.¹⁶ Section 3, Article 2, of the International Photo-Engravers' constitution defines photo-engraving from the union point of view as follows: "Whenever the name of photo-engraving or photo-engraver appears it shall be interpreted and construed to include and to apply to all branches of work and all craftsmen coming under the jurisdiction of this organization." Regardless of this provision in the constitution of the international union, the men in the trade give "photo-engraving" the narrow definition.

For the purpose of this study, the concept of photo-engraving is limited to relief work in line and half-tone, including the color process and Ben Day work. (Since the Philadelphia Union No. 7 makes separate agreements with employers in commercial and newspaper establishments and because of the conception of the men engaged in the trade, the narrow definition is adopted.) This conception harmonizes with that of the authors quoted above. It is not widely at variance with the Census Bureau's definition of scope of the industry, since comparatively little commercial photo-engraving is done in newspaper establishments and since separate agreements are made by the union with newspaper publishers operating photo-engraving plants.

¹⁵ International Photo-Engravers' Union, *Reports of Officers and Proceedings of the Annual Convention*, 1925, pages 29-31.

¹⁶ Only 82 lithographers in 1927 were members of the International Photo-Engravers' Union and only one of these held membership in the Philadelphia local No. 7. Cf. International Photo-Engravers' Union, *Reports of Officers and Proceedings of the Annual Convention*, 1927, Report of the President, pages 21-23.

DEVELOPMENT OF PHOTO-ENGRAVING¹⁷

Photo-engraving as it is known today is a combination of engraving and photography. Discoveries and inventions in both arts have been contributory to bringing the photo-engraving industry to its present commercial importance. The origin of engraving has been lost in antiquity. The earliest engravings for the purpose of reproduction were made on wood and seem to have been cut prior to 600 A.D. in China. The process consisted of carving the picture on a wooden block in relief, inking it by hand, and making the impression on paper. It early became known to the Japanese, who improved it.¹⁸ Wood engraving was first introduced into Europe when it appeared in Germany and the Low Countries some time prior to the discovery of movable type by Gutenberg in 1446. When the printing press came into use, wood cuts were used to print the illustrations in the earliest books.¹⁹ Engraving on metal began in the latter half of the fifteenth century in Germany. At first it was done in intaglio by hand; later the etching was done by chemicals while the high parts were protected by varnish which acted as an acid-resist. No further progress was made in engraving prior to 1825. The life of a plate was seldom more than a few score reproductions, while no two plates could be made exactly alike.

The use of photographic methods in engraving was dependent upon the invention and development of photography. In 1824, Joseph N. Niepce, a French lithographer, succeeded in transferring a design from transparent paper to a metal plate coated with a preparation made from asphaltum by the action of light in rendering the asphaltum indissoluble in water. When the plate was washed in water and the soluble surfaces were etched with acids, he had an

¹⁷ This section is based on pages 1-10 of Groesbeck, *op. cit.*, except where indicated otherwise.

¹⁸ Anderson, William, *Japanese Wood Engraving*; London, 1908, pages 19-28

¹⁹ Cundall, Joseph, *Brief History of Wood Engraving*, London, 1895, page 91.

intaglio plate.²⁰ Niepce likewise collaborated with his son and Louis Daguerre in producing the daguerreotype, which made a picture in a camera (1839).²¹ In 1855, Poitevin, of Paris, combined photography with lithography, for the first time bringing photography to the aid of the printing press.²² The photo-lithographic process was introduced into the United States by John Osborn from Australia in 1869 and by the Leggo brothers from Canada in 1872. But all the early applications of photography to engraving produced only intaglio and lithographic plates, which cannot be used in an ordinary printing press. It was not until 1875 that relief plates were produced by photo-mechanical means.

In that year Louis E. Levy produced a line engraving by printing from a negative film on a zinc plate. The next important discovery was the half-tone. Designs had already been photographed through gauze and wire netting in making intaglio and lithographic plates.²³ On March 4, 1880, Stephen H. Horgan produced the first half-tone ever printed in a newspaper (the New York *Daily Graphic*),²⁴ but he made it partly by a photo-lithographic process.²⁵ The first commercial half-tone was made by George Meissenbach in Germany in 1882. In Philadelphia, Louis Levy put into commercial use the half-tone screen²⁶ made of two plates of glass with double rulings or lines at right angles etched in with hydrofluoric acid. Further improvements of the half-tone were developed by Frederick E. Ives and Max Levy of Philadelphia, Charles Petit of Paris, and John C. Moss of New York. Ives worked out a process of printing in colors from half-tones (1888) and devised the cross line screen.²⁷ Moss is regarded as "the first man to make photo-engraving

²⁰ Levy, Louis E., "Development of Recent Advances of the Techno-Graphic Arts," *Journal of the Franklin Institute*, Philadelphia, October 1915, page 390.

²¹ Horgan, S. H., "Photo-Engravers' Centenary and After," *Inland Printer*, Chicago, August 1921, page 665; Levy, *op. cit.*, page 391.

²² Horgan, *op. cit.*, p. 665.

²³ Levy, *op. cit.*, p. 393.

²⁴ Horgan, *op. cit.*, p. 666.

²⁵ McCabe, Lida Rose, "The Beginnings of Half-Tone," *American Photo-Engraver*, Chicago, August 1925, page 695.

²⁶ Cf. glossary.

²⁷ *National Cyclopedia of American Biography*, New York, 1898, "Frederick E. Ives," Volume XIII, page 90.

a practical business success.”²⁸ In 1879 Benjamin H. Day, Jr., invented the gelatine screens, which bear his name, to transfer shaded values to a line engraving.

The Census Bureau has made separate reports for the photo-engraving industry since 1889, as is shown in Table I. The items in the reports have increased manifold from 1889 to 1925. The industry, subject to many improvements, has shown a considerable growth since the first census reports were made. It is noted that the Census of Manufactures has been reported biennially since 1919. Table II presents the growth of the industry in terms of percentages based upon the year 1925 and computed from Table I.

The growth and development of engraving, photography, the combination of the two in order to make intaglio and lithographic plates, and finally the emergence of the photo-engraving industry have been discussed. Moreover, the new industry, it has been noted, has developed steadily since its introduction about 1875. Since that time it has occupied an important position in the general printing and publishing industry. It has marked a new era in the history of illustrating and engraving. Prior to 1875 wood cuts were the only kind used in printing presses for newspaper and book illustration. These wood cuts represented the engraver's personal interpretation of his subject. They soon wore out and, if of good quality for commercial purposes, were very costly. The application of photography to engraving on wood cuts met with some success, but the disadvantages of the wood cuts were too great. As they could be produced only by artists of no mean ability, they were costly. Half-tone and line work on metal plates lead all others in popularity because of their cheapness, the speed with which plates can be engraved, their adaptability to the reproduction of all kinds of subjects, and the fact that they can supply a printing plate suitable to any kind of printing, from rapid newspaper printing to the production of the

²⁸ *Ibid.*, "John C. Moss," Volume XI, pages 426-7.

TABLE I
 PHOTO-ENGRAVING NOT DONE IN PRINTING ESTABLISHMENTS (UNITED STATES)
 Source: All figures supplied by C. Le Verne Beales, Chief Statistician for Manufactures, Census Bureau,
 Department of Commerce, Washington, D. C.

Items	1889	1899	1904	1909	1914	1919	1921	1923	1925
No. of establishments.....									
Proprietors.....	89	203	223	373	376	422	421	450	577
Salaried workers.....	207	484	968	1,701	2,052	2,165	254	298	329
Wage earners.....	1,145	2,691	3,876	5,343	6,211	6,769	2,952	2,952	3,525
Total persons engaged.....	1,352	3,175	5,071	7,277	8,525	9,198	6,971	8,521	9,868
Capital invested.....	\$1,134,873	\$1,994,421	\$4,070,813	\$5,473,760	\$7,703,210	\$12,442,784	9,627	11,771	13,722
Salaries.....	\$228,279	\$450,120	\$933,617	\$1,849,190	\$2,619,889	\$4,862,387	^a	^a	^a
Wages.....	\$760,619	\$1,749,579	\$2,916,073	\$4,750,046	\$6,166,638	\$10,423,541	\$5,933,719	\$7,504,394	\$9,495,031
Total wages and salaries.....	\$988,898	\$2,199,699	\$3,849,690	\$6,599,236	\$8,786,527	\$15,285,928	\$15,046,000	\$18,668,866	\$24,320,884
Cost of materials.....	\$541,395	725,069	\$1,303,147	\$2,133,980	\$2,798,132	\$5,038,372	\$20,980,042	\$26,173,260	\$33,815,915
Value of product.....	\$2,071,580	\$4,190,002	\$7,268,262	\$11,624,000	\$15,358,604	\$29,389,386	\$5,928,493	\$6,606,207	\$8,392,623
Value added by manufacture.....	\$1,530,185	\$3,464,933	\$5,965,115	\$9,490,020	\$12,560,872	\$24,351,004	\$36,215,570	\$43,660,021	\$58,040,247
Paid for contract work.....	^a	^b	\$77,208	\$139,988	\$230,504	\$317,416	\$30,287,077	\$37,053,811	\$50,247,624
Primary horse power.....	153	1,040	1,924	2,638	3,927	3,800	\$543,616	\$557,150	\$1,140,480
							^a	5,786	6,375

^a No data. ^b No comparable data.

TABLE II

INDEX NUMBERS SHOWING GROWTH OF PHOTO-ENGRAVING NOT DONE IN PRINTING
ESTABLISHMENTS (UNITED STATES) Source:
Tabulated from statistics in Table I

(Base Year—1925)

Items	1889	1899	1904	1909	1914	1919	1921	1923	1925
Number of establishments.....	18.4	35.2	38.8	54.3	65.1	78.0	72.9	77.9	100.0
Wage earners.....	11.6	25.3	39.3	54.0	63.0	68.6	71.4	86.4	100.0
Total persons engaged..	9.1	23.1	36.9	53.0	62.1	66.8	68.7	85.8	100.0
Wages paid.....	3.1	7.2	11.9	19.5	21.2	42.8	61.4	76.7	100.0
Cost of materials.....	6.4	8.6	15.5	25.5	33.3	60.0	70.6	78.7	100.0
Value of product.....	3.5	7.1	12.4	19.8	26.2	48.3	61.7	74.3	100.0
Value added by manufac- ture.....	3.4	6.9	11.7	18.8	24.8	48.4	60.3	73.7	100.0
Primary horse power...	2.3	15.4	28.5	39.1	58.2	56.4	^a	85.9	100.0

^a no data

finest book and periodical illustrations. The functions of photo-engraving are of commercial as well as of artistic importance.

CHAPTER II

ECONOMIC FEATURES AFFECTING LABOR RELATIONS IN THE INDUSTRY

The labor relations in the photo-engraving industry are unique in some respects, but have their points of fundamental similarity with those in other small trades composed of highly-skilled workers. The general public sees only an undue emphasis by craft unions on higher wages, short hours, and security of employment, but fails to trace this back to the economic conditions in the industries. It is the intent of this chapter to point out the economic aspects of the industry and their effect upon the bargaining methods of the photo-engravers. These aspects are the size of the industry, the size of the plants, the importance of skill, the nature of the products and the demand for them, the regularity of production, and the concentration of the industry in the larger cities. Although competition and expansion in the industry affect labor relations, a discussion of these factors is reserved for the fourth chapter.

SMALL SIZE OF THE INDUSTRY

First, it should be noted that the size of the industry is small. In the commercial field, as reported by the Census Bureau in 1925, there were only 577 establishments employing 9,868 wage earners, having a wage bill of \$24,320,884, and turning out products amounting in value to \$58,640,247.¹ In all of these respects the photo-engraving industry ranks below the first one hundred industries of the United States as classified by the Census Bureau in 1925.² Table III presents the relation of the photo-

¹ Cf. Table I, Chapter I, page 10.

² Biennial Census of Manufactures 1925.

engraving industry to a number of other industries for purposes of comparison. In this table no attempt has been made to select industries closely allied to printing and publishing, but a number of industries have been selected from the general industrial field to make the comparison more representative of actual conditions. Many industries, both larger and smaller than photo-engraving, have been omitted. Those for which data are given in the table are arranged in order of the number of wage earners employed as shown in column 2. Were any of the other characteristics used the order of arrangement would be different—evidence of the fact that it is difficult to make an accurate comparison of industries. However, the fact stands out, after examination of the census reports, that the industry is a comparatively small one. A more detailed description of the photo-engraving industry itself can be found by referring to Table I.³

The small size of the industry affects the labor situation in that a small number of wage earners can be approached effectively with regard to the problems bearing on their common interests. Unity of thought and action is secured with comparative ease when the number is small, other things being equal. While the limited number of workers in the trade favors the formation of a compact union, the limited number of proprietors, likewise, is favorable to the creation of solidarity when attention is called to conditions involving their interests. The significance of this fact can only be referred to here. Further discussion of the effects of this feature of the industry is postponed for Chapters III, IV and VIII.

SMALL SHOP INDUSTRY

The second distinguishing feature of the industry bearing on labor relations is the small size of the shops. The 1925 census reports showed that the average number of wage

³ See page 10.

TABLE III

RELATIVE SIZE OF SEVERAL AMERICAN INDUSTRIES—1925

Source: Adapted and compiled from the Biennial Census of Manufactures 1925, pp. 1288-1301

	No. of Establishments	Average No. of Wage Earners	Cost of Materials *	Value of Products *	Value Added by Manufacture *
All industries of U. S.	187,390	8,384,261	\$35,935,647	\$62,713,713	\$26,778,066
Cotton goods.	1,366	445,184	1,077,152	1,714,367	637,215
Iron and steel rolling mills	473	370,726	1,811,961	2,946,068	1,134,107
Printing and publishing	21,056	251,272	610,058	2,269,638	1,659,579
Boots and shoes.	1,460	206,992	481,631	925,383	443,751
Motor vehicles.	297	197,728	2,108,191	3,198,122	1,089,930
Men's clothing.	4,000	174,332	557,470	1,087,237	529,767
Women's clothing.	6,127	126,446	724,298	1,293,705	569,406
Paper and woodpulp.	763	123,842	605,860	971,882	366,022
Rubber tires.	126	81,640	559,939	925,001	365,061
Glass.	310	69,371	113,652	295,959	182,306
Cement.	145	38,437	114,168	300,895	186,726
Flour and grain mill products.	4,413	31,988	1,125,378	1,298,014	172,635
Fertilizers.	587	19,644	137,808	206,772	68,964
Lime.	283	12,095	20,049	50,736	30,687
Zinc smelting and refining	28	11,289	83,992	118,905	34,913
Photo-engraving.	577	9,868	8,392	58,640	50,247
Salt.	70	6,308	13,848	34,253	20,404
Lead smelting and refining.	17	6,115	254,881	283,042	28,161
Saws.	71	4,710	8,224	26,781	18,556
Firearms.	20	4,470	3,174	13,540	10,023

* 000 omitted.

earners in the photo-engraving industry was 17.1 persons per shop, while the average number of wage earners per establishment for all industries in the United States was 44.8 for the same year.⁴ In consulting Table IV, it is evident that no photo-engraving establishments, as classified by the Census Bureau, employed more than 387 wage earners in 1923. Only one establishment had more than 250 workers, and but nine shops had more than one hundred wage earners in employment. On the other hand, there were seven plants employing no wage earners, and 110 shops employing a total of 357 workers. The establishments having from six to fifty employees accounted for about 65 per cent. of all the workmen engaged in photo-engraving.

⁴ Cf. Table III.

TABLE IV
SIZE OF ESTABLISHMENTS IN THE PHOTO-ENGRAVING INDUSTRY BY THE NUMBER
OF WAGE EARNERS—1923

Source: *Biennial Census of Manufactures* 1923, pp. 1190-1

Number of Wage Earners	Number of Establishments in Each Class of Wage Earners	Total Number of Wage Earners Within the Respective Classes
0	7	0
1-5 inclusive	110	357
6-20 "	217	2,489
21-50 "	90	2,726
51-100 "	17	1,287
101-250 "	8	1,275
251 and over	1	387
Total	450	8,521

To illustrate further the fact that photo-engraving is a small-scale industry, Table V is presented below. It uses the value of products per establishment as the basis upon which the establishments are classified according to the number of wage earners, the number of shops, and the value of products as of each class. By reference to the table it will be noted that more than half of the wage earners in the industry are employed in shops producing products between \$100,000 and \$500,000 in value, while over half of the establishments yielded only from \$20,000 to \$100,000 each in value of products. Half of the value of the products produced by the industry was manufactured by the class between \$100,000 and \$500,000. Only fifteen plants produced more than \$500,000 in value, and none exceeded the \$1,000,000,000 mark. However, these fifteen shops produced about one-fifth of the products of the industry and employed about one-sixth of the wage earners. Thus, the bulk of the workers are employed in comparatively small shops.

This condition has been influential in fostering a feeling of mutual responsibility in the workers and their employers. Since large plants are almost unknown in the photo-engraving industry, there exists a rather close personal contact

TABLE V
SIZE OF ESTABLISHMENTS IN THE PHOTO-ENGRAVING INDUSTRY BY VALUE OF
PRODUCTS—1925

Source: Biennial Census of Manufactures 1925, pp. 1230-1

Value of Products	No. of Wage Earners	No. of Establishments	Value of Products of Establishments
Less than \$5,000.....	None	None	None
\$5,000 to \$20,000.....	260	95	\$ 1,223,000
\$20,000 to \$100,000.....	2,780	294	15,068,000
\$100,000 to \$500,000.....	5,143	173	31,113,000
\$500,000 to \$1,000,000.....	1,685	15	11,236,000
\$1,000,000 and over.....	None	None	None
Total.....	9,868	577	\$58,640,000

between the parties. Throughout the industry in general and in the Philadelphia area in particular, nearly all of the employers and superintendents have served their apprenticeship in the trade and have in turn become journeymen and employers. These proprietors have in most instances been members of the Photo-Engravers' Union. Many hold withdrawal cards, while some have continued in active membership in the union and therefore have a keen realization of the workers' point of view. The tendency on the part of many of the workers is to appreciate the problems of the management by aspiring to become owners or part owners as they gain skill and knowledge of the technique involved, and they are accumulating sufficient capital to make investments when a business opportunity presents itself. It should be noted, however, that the Executive Board of the Philadelphia Photo-Engravers' Union has had a standing ruling for a number of years that at least five men must be employed in all new shops.⁵ It is alleged that some of the price-cutting evil in the industry can be traced to the doors of new plants. Other consequences result from the small shop, such as the "gentlemen's agreement" in hiring employees and the production of poorer grades of work in the smaller shops lacking sufficient capital, appliances and skilled workers of the better type. These matters will be

⁵ Minutes of the Executive Board, Photo-Engravers' Union of Philadelphia No. 7.

taken up later. Individual bargaining is fostered in the small shops, with the result that much bargaining for wages above the minimum scale is effective in raising the average wage paid to journeymen considerably above the minimum rates.⁶ Absentee ownership has never found a place in the industry, although there are a few firms who own several establishments, usually located in different cities. The tendency toward consolidations in the photo-engraving industry has not manifested itself very appreciably.

CONCENTRATION OF THE PHOTO-ENGRAVING INDUSTRY IN THE LARGER CITIES

The third factor affecting labor relations in the industry under study is its location in the larger cities of the country. Examination of Table VI aids in comprehending this situation. Six of the leading cities, with their corresponding states, are shown in relation to various statistics of the industry. The states presented in the table are among the thirteen leading states in photo-engraving and are selected from representative sections of the United States. New York City, Chicago, Boston and San Francisco produce over half of the photo-engravings of their respective states. Baltimore produces all the photo-engravings made in Maryland. As for Philadelphia, it will be seen that it produces about 75 per cent. of the photo-engraved products of the state and that the same portion of the state's photo-engravers are employed in Philadelphia. Philadelphia makes about six per cent. of the value of products for the United States. The larger shops, as may be expected, are located in the larger cities. The cities of New York, Chicago and Philadelphia in 1925 produced over 46 per cent. of the total value of photo-engravings in the United States and employed over 45 per cent. of the photo-engravers, yet had only 20 per cent. of the photo-engraving shops of the country.⁷

⁶ Cf. Chapter 8, pages 147-148.

⁷ Cf. Table I, page 10 and Table VI, page 18. Similar comparisons can be made for other cities and states.

The concentration of the industry in the larger cities facilitates organization of both employers and workers. The limited number of small shops conveniently located in the larger centers naturally fosters the feeling of solidarity and leads to more compact organizations. Thus, the location of the industry has an important effect upon collective negotiations.

TABLE VI
THE PHOTO-ENGRAVING INDUSTRY IN SIX CITIES AND THEIR CORRESPONDING STATES—1925
Source: Biennial Census of Manufactures 1925, pp. 1302-1452
(All money figures are expressed in thousands)

Items	New York City	Chicago	Philadelphia	Boston	San Francisco	Baltimore
No. of establishments.	79	39	16	21	17	8
Wage earners.	2,497	1,410	601	348	148	121
Wages paid.	\$ 7,125	\$3,831	\$1,606	\$ 740	\$ 438	\$241
Cost of materials.	\$ 2,649	\$1,032	\$ 426	\$ 179	\$ 127	\$145
Value of products.	\$15,793	\$8,621	\$3,558	\$1,700	\$1,141	\$720

STATES

Items	New York	Illinois	Pennsylvania	Massachusetts	California	Maryland
No. of establishments.	108	49	39	44	44	8
Wage earners.	2,839	1,533	801	661	335	121
Wages paid.	\$ 7,844	\$4,123	\$2,091	\$1,316	\$ 943	\$241
Cost of materials.	\$ 2,896	\$1,117	\$ 607	\$ 428	\$ 282	\$145
Value of products.	\$17,566	\$9,251	\$4,727	\$3,186	\$2,488	\$720

THE RELATIVE IMPORTANCE OF LABOR IN THIS INDUSTRY

The position occupied by labor as an agent of production constitutes the fourth factor influencing collective bargaining in photo-engraving. Machinery is scarcely used at all in this industry. In 1925 only 6,735 primary horse power were utilized to drive the machinery in photo-engraving establishments. This figure is unusual for an industry employing 9,868 wage earners and having a total value of products amounting to \$58,640,000 for the same year. The relative increase in the introduction of power to photo-en-

graving since 1889 is presented in Tables I and II.⁸ The power used is almost exclusively electric and is employed to propel the various types of acid baths, to drive the saws used to cut the blocks, to run the power presses for proofing, and to rotate the beveling and routing machines. In fact, it would be necessary to go to art rather than to industry to find a product more dependent upon the contribution of labor. The Commissioner of the American Photo-Engravers' Association estimated from cost figures gathered by the Research Department of the association in 1924 that "Labor represents 64 per cent. of the cost of manufacturing photo-engravings. Its relation to prices is firmly established and so closely associated with the latter that even a slight change in the cost of labor has a decided effect upon the total cost of production and consequently upon prices."⁹ The Federal Trade Commission estimated that "outlays for labor and materials, respectively, in 1925, constituted almost 70% and 18% of factory costs or about 46% and 12% of the selling price of the plates."¹⁰

By consulting the table presented below, it will be seen that the wage bill constituted 42 per cent. of the value of photo-engravings made in 1925. This percentage is unusual for American industries, most of which are highly mechanized. Column five of Table VII portrays this fact. The cost of materials is but 14 per cent. of the value of products in the photo-engraving industry. In comparing the industries shown in the table, it should be remembered that they were selected from different groups. Not even in allied industries, such as printing and publishing and lithographing, does labor contribute as much to the final product.

Because of the exceptional skill and artistic ability of many of the employees, the union occupies a strategic position in bargaining for wages and conditions of employment. The human element enters into the workmanship

⁸ Cf. Chapter I, pages 10-11.

⁹ American Photo-Engravers' Association, *Proceedings of the Annual Convention*, 1924, Report of the Commissioner.

¹⁰ Decision of the Federal Trade Commission in case against the Photo-Engravers' Association and union for conspiracy to raise prices. Printed in *American Photo-Engraver*, Chicago, March 1928, pages 314-343.

TABLE VII

RELATIVE IMPORTANCE OF WAGES, VALUE OF PRODUCTS, AND PRIMARY HORSE POWER IN SEVERAL SELECTED INDUSTRIES—1925

Source: Biennial Census of Manufactures 1925, pp. 1288-1301

	Value of Products * (1)	Cost of Materials * (2)	Per- centage (2) is of (1)	Wage Bill * (3)	Per- centage (3) is of (1)	Primary Horse Power	Rank in R.H.P.
All industries of U. S.	\$62,713,713	\$35,935,647	57	\$10,729,968	17	35,772,628	
Motor vehicles	3,198,123	2,108,192	60	341,210	11	509,758	6
Iron and steel rolling mills	2,946,608	1,811,961	61	614,985	21	4,763,553	1
Printing and publishing	2,269,638	610,059	22	438,833	19	408,308	7
Cotton goods	1,714,368	1,077,153	62	353,883	20	2,236,363	3
Flour and grain mills products	1,208,015	1,125,379	87	39,700	03	669,910	5
Women's clothing	1,293,705	724,299	87	175,045	14	24,316	18
Men's clothing	1,087,238	557,471	51	203,847	19	44,749	16
Paper and woodpulp	971,882	605,860	67	100,146	16	2,427,010	2
Boots and shoes	925,383	481,632	52	225,788	24	139,569	11
Rubber tires	925,001	559,040	61	120,614	13	403,227	8
Cement	300,895	114,169	38	53,911	17	871,050	4
Glass	295,959	113,652	38	86,736	29	261,639	9
Lead smelting and re- fining	283,043	254,881	90	9,001	03	47,210	15
Fertilizers	206,773	137,808	67	17,743	08	152,193	10
Zinc smelting and re- fining	118,906	83,992	71	16,305	14	86,368	13
Lithography	98,721	32,171	33	27,107	29	28,623	17
Photo-engraving	58,640	8,393	14	24,321	42	6,735	21
Lime	50,736	20,049	40	14,002	28	87,871	12
Salt	34,253	13,849	41	7,261	22	54,647	14
Saws	26,781	8,224	31	5,873	22	14,287	20
Firearms	15,179	3,174	21	5,584	37	14,580	19

* 000 omitted.

of the industry more than it does in many other crafts. This feature, combined with the three mentioned previously in this chapter, fosters compact organizations by both employers and employees. Both the union and employers realize the importance of labor in this industry.

THE NATURE OF THE DEMAND FOR PHOTO-ENGRAVED PRODUCTS

The labor relations in the photo-engraving industry are also affected by the nature of the product and the demand for that product. It has already been explained that the product is not a commodity in the ordinary sense of the term, but is the result of labor of an artistic nature. It has been defined legally as a "service" and not a commodity merchandisable in the ordinary sense.¹¹ The product con-

¹¹ The People of the State of New York vs. Epstean et al., 102, New York Miscellaneous, pages 476-496.

sists of plates in relief which fit into the printing press and of plates in intaglio which fit into the rotogravure press. These plates are made of metal, usually copper for half-tones and zinc for the line work, mounted on a wooden base. For rotogravure work copper cylinders are used. Upon these plates are engraved photographs, maps, charts, diagrams, fashion plates, illustrations of various kinds, etc., in black-and-white and also in color. It is evident that these products cannot be made for stock and merchandised in the ordinary way, but must be made strictly to order and design for purposes of illustration. In the cases of some books orders for photo-engraving may be placed for some time in advance, but most of the orders are filled within a few hours after they are received although some require several days in the case of black-and-white half-tones. Color-process work requires three to four weeks for final completion. In the newspaper field, speed is highly essential. Most orders come from the various publishers and advertising agencies, because the printing and publishing industry is the chief customer for photo-engraved products. The fact that the product is of an individual nature and can only be made to order strengthens the power of labor in collective bargaining. The product depends so completely upon the skill and training of the wage earners that the industry cannot long hold out against the demands of the thoroughly organized workers.

The question is frequently raised by the manufacturing photo-engravers how long the leveling up of wages and improvement of conditions can continue until the industry is ruined. The demand for photo-engraved plates is a composite demand. A chain of printers, publishers, and agencies separate the photo-engraver from the ultimate purchaser of the products, the general public. There is a demand for photo-engraved products because readers desire that facts and ideas be presented to them by means of illustrations, pictures and graphs. These illustrations are a part of our educational and advertising systems. In the past the burden

of increased costs has been shifted successfully to the ultimate consumers.

Will the union, because of its strategic position, increase the cost of production and consequently the selling price so as to cause a falling off in demand or a shift to other industries? In other words, are there substitute products and is the demand elastic? At present, there seem to be indications that raising prices causes a falling off in actual demand. The demand is, however, somewhat inelastic. Not much shifting to other industries is possible at present, but future developments might perhaps make such a shift possible and profitable for the purchasers of photo-engravings. This industry occupies an important position in illustrating. This importance depends not only upon the fact that relief plates are the only ones fitting into newspaper and job presses, but also on the faithful reproduction of photographs in half-tones at comparatively low prices.

Not all of the demand for illustrations is supplied by the photo-engraving industry. Table VIII gives several other industries which offer competition in the production of illustrations as classified by the Census Bureau.

TABLE VIII
INDUSTRIES ENGAGED IN ENGRAVING—1925
Source: Biennial Census of Manufactures 1925, pp. 1288-1301

	Number of Estab- lishments	Average Number of Wage Earners	Total Wage Bill	Value of Products
Photo-engraving.....	577	9,868	\$ 24,821,000	\$ 58,640,000
Lithographing.....	331	16,957	27,107,000	98,721,000
Printing and publishing....	21,056	251,272	438,833,000	2,269,638,000
Signs and advertising novel- ties.....	759	15,128	20,764,000	89,669,000
Engraving, steel and copper plate making.....	368	7,259	10,168,000	32,106,000
Stereotyping and electrotyp- ing.....	193	4,283	9,206,000	22,361,000
Wood engraving.....	22	117	234,000	525,000
Engraving, chasing, etching and diesinking.....	188	1,827	2,691,000	8,623,000

The lithographing industry performs an important function in this respect since the value of its products is nearly

double that of photo-engraving. As was explained in Chapter I¹² when the development of engraving was discussed, fundamental differences exist between the lithographic and photo-engraving processes. Lithographing "includes establishments engaged in photo-lithographing, lithographing on paper, tin, etc., and also establishments engaged in drawing or transferring the design or preparing the stone or plate in lithographing."¹³ Much advertising is done in the form of posters, bill-board posters, and display cards of all sizes which might make use of photo-engraved products. Likewise, lithography might be expanded to the detriment of photo-engraving were the latter to become too expensive. However, lithographing cannot take the place of photo-engraving and rotogravure in preparing plates for the ordinary job and newspaper presses because a specially designed and constructed press is required for lithographic plates. It is reported that in 1906 the first offset press, a modern development of lithography, was installed in the United States and that by 1913 over 700 such presses were in operation.¹⁴

The progress of photo-lithography and rotogravure is considered to be encroaching upon the supremacy of photo-engraving in the making of illustrations to go with reading matter.¹⁵ Photo-engraving is regarded as having arrived at a stage of maturity, but several experiments are in progress in offset-printing¹⁶ and photo-lithography.¹⁷

Another industry in competition with photo-engraving is wood engraving. This industry, although small at present because it was displaced by photo-engraving on metal plates, formerly furnished all the plates and cuts for illustrations in the ordinary printing press. Wood engraving continues to perform certain limited functions since "almost

¹² Cf. pages 7-9.

¹³ *Fourteenth Census*, Vol. X, page 539.

¹⁴ International Photo-Engravers' Union, *Proceedings of Annual Convention*, 1913, Report of the President.

¹⁵ American Photo-Engravers' Association, *Proceedings of the Annual Convention*, 1920, Report of the Commissioner.

¹⁶ Cf. glossary for description, also Chapter I, pages 2-3.

¹⁷ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1925, Report of the President, page 29.

any subject may be engraved on wood, and wood engravings may be well printed on a wide variety of papers, but the process is principally used by those who issue catalogues in large numbers."¹⁸ Thus mail order houses constitute the most important customers and this industry producing only half a million dollars' worth of products per year is located mainly in Chicago. It is evident that some of the demand for photo-engravings in several branches of commercial and newspaper work might return to wood engraving should the price of photo-engravings become comparatively very high.

Establishments classified by the Census Bureau as in Table VIII under "engraving, steel and copper plate making" bear a close relationship to printing, but occupy a different sector in the general field of engraving from photo-engraving and do not directly compete with it. The establishments included under this industry by the Census Bureau are "principally engaged in making steel and copper plates, either for their own use or for the use of others in printing such articles as engraved stationery, visiting and other cards, invitations, announcements, music sheets, maps, etchings, illustrations and forms such as securities, bonds and stock certificates."¹⁹ These plates are usually cut by hand and generally in intaglio;²⁰ hence they are not considered as offering direct competition to photo-engraving.

Engraving and diesinking is an industry not allied to printing and it does not affect photo-engraving since it "includes chasing, engraving on jewelry and silverware, notarial seals, and all kinds of diesinking."²¹ This industry will no longer be considered in this connection.

Stereotyping and electrotyping form the connecting link between photo-engraving and printing in that they make duplicates of the plates photo-engraved. Since the original plate may wear out in the printing press before the end of the run is reached, the duplicates are held in reserve. While this industry occupies an important position in the general

¹⁸ Hackleman, *op. cit.*, page 369.

¹⁹ *Fourteenth Census*, Vol. X, Appendix D, pages 568-569.

²⁰ Hackleman, *op. cit.*, page 525.

²¹ United States, *op. cit.*, page 537.

scheme of printing and engraving, it is an auxiliary of photo-engraving rather than a competitor.

The sign and advertising novelties industry is of appreciable size and importance in the field of advertising, as will be noted in consulting Table VIII.²² This industry can be regarded as competing with photo-engraving and lithographing for the general advertising business. Shifts in demand could occur were prices of photo-engravings increased unduly. Inventions or discoveries in this industry may make for cheaper processes and accordingly affect the industries competing for advertising, and thereby in turn affect the position of photo-engraving. In the past, many discoveries have changed the balance between the processes in the graphic arts.²³

The printing and publishing industry must be considered in this connection also. In 1925 photo-engraving was done to a considerable extent in this industry when \$3,563,633 worth was produced, or 6.1 per cent. of the value of photo-engraving done in the photo-engraving industry for that year.²⁴ However, this is merely a shift from one form of shop under union control to others under agreement with the union.²⁵ The effect is thus quite different from that of competition from industries such as lithographing and sign novelties which are controlled by other unions. Most of the workers in newspaper photo-engraving plants are members of the Photo-Engravers' Union.

It is thus seen that the photo-engraving industry is well entrenched in its sector of engraving for the present. The demand is somewhat inelastic. No substitution on a large scale is possible by resorting to the use of products of other industries. As long as the press remains of primary importance in printing and unless revolutionary discoveries result, the photo-engraving industry has little to fear from other allied industries.

The industry, while not essential, is of considerable im-

²² Cf. page 22.

²³ Cf. Chapter I, pages 7-9.

²⁴ Bureau of the Census, "Mimeographed Release for Dec. 14, 1926."

²⁵ Cf. Chapter 8, pages 127-131.

portance to national welfare and advancement in that it is closely related to literacy and education. Effective illustrations are instrumental in conveying descriptive information to readers in general. "Pictures leave nothing untold," or to quote an ancient Chinese motto, "One picture is worth ten thousand words." In general, the photo-engraving industry is distinctly removed from dependency for protection or encouragement upon legislative enactments of either state or national governments.²⁶ The union and the manufacturers' association in the industry take a stand against censorship laws as restricting the output of the industry.²⁷ For similar reasons, these organizations oppose increases in postage rates for parcel post and printed matter.²⁸ Tariff duties on printed matter, pictures, illustrations and photo-engraved plates and the entrance of the United States into the International Copyright Union have been advocated.²⁹ For some time past a tariff duty of 25 per cent. *ad valorem* has been collected on imports of "photo-engraved plates, and plates of other materials, engraved or otherwise prepared for printing."³⁰

THE EFFECT OF SEASONALITY AND CYCLICAL FLUCTUATIONS UPON THE INDUSTRY

The sixth and final feature influencing bargaining relations is that of regularity of operations. "Everyone in the industry is fully familiar with the most disturbing seasonal element that visits chaos upon our industry, the college annual season."³¹ This is a problem considered at many of the annual conventions of the employers' association because of the effect it has upon price-cutting methods among the smaller shops to get the contracts.³² It irritates

²⁶ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1926, Report of the President, page 42.

²⁷ *Ibid.*, pages 42-43.

²⁸ *Ibid.*, 1917, pages 25-26; 1918, pages 37-38; 1922, page 27.

²⁹ *Ibid.*, 1926, page 43; 1927, page 37.

³⁰ "Tariff Act of 1922," Section I, Par. 341.

³¹ International Photo-Engravers' Union, *op. cit.*, 1924, page 14.

³² American Photo-Engravers' Association, *Proceedings of Annual Convention*, Reports of the Commissioner, 1913; 1916; 1917; 1918; and 1924.

the labor market and disturbs prices. "A good deal of our work is seasonal which calls for fluctuating demands for labor."³³ Two distinct forms of photo-engraving products are responsible for this condition. There is a peak season during the late winter and spring months in the commercial branch of the industry when college and school year books are published and when spring advertising campaigns are launched. Some of the smaller shops thrive mainly on the school annuals. Because of the nature of the product, the resulting dull season in the summer cannot be utilized to manufacture for stock. The manufacture of engravings is a personal service and requires a "going business." Competition in the commercial field is therefore keen "to keep the shop busy."³⁴ In the newspaper field, the demand coming from publishers is very regular and less competition exists because many newspaper publishers own and operate their own photo-engraving plants. After observing this feature of the industry, one would naturally expect some unemployment of photo-engravers at several periods of the year. This fluctuation, however, is avoided to a considerable extent because the employers carry their employees over the dull seasons lest such employees should not be available during the peak seasons. In Table IX the number of wage earners employed monthly in the industry as reported by the Census Bureau for 1925 is shown.

For 1925 the percentage employed during the lowest month was 95 per cent. of the number employed during the highest month. For 1923 it was 98 per cent. and for 1919 it was 84 per cent. The variation in 1919 was the result of increases in employment when engravers returning from the United States military forces were again employed in photo-engraving. The seasonality of the industry does not cause irregular employment, and does not therefore impair the bargaining strength of the union,³⁵ which is based mainly on the high skill of the craft.

³³ *Ibid.*, 1924, page 45.

³⁴ *Ibid.*, 1913.

³⁵ Cf. Chapter VIII, pages 141-143.

TABLE IX
WAGE EARNERS BY MONTHS IN THE PHOTO-ENGRAVING INDUSTRY
IN THE UNITED STATES—1925

Source: Biennial Census of Manufactures, 1925, pp. 1214-5

Month	Number Employed on the 15th Day of the Month or the Nearest Representative Day
January.....	9,716
February.....	9,823
March.....	9,849
April.....	9,957
May.....	9,890
June.....	9,803
July.....	9,777
August.....	9,721
September.....	9,807
October.....	9,910
November.....	9,980
December.....	10,181
Average number employed for 1925.....	9,868
Percent minimum is of maximum month.....	95

Cyclical trends in general business conditions have in the past made themselves felt in the photo-engraving industry because of the close relationship existing between it and other industries. Anything that affects the printing industry affects photo-engraving.³⁶ In past economic depressions, the photo-engraving industry suffered as advertising was restricted because of a shrinkage in funds available for advertising. Recently more knowledge of the nature of the business cycle has been disseminated among business men and newer methods are being applied when business falls off. Business men and industrial managers now push sales more vigorously by resorting to advertising during depressions and thereby help to stabilize the demand for photo-engravings. This effect may be even more manifest in the near future.

Table X shows that, as indicated by the Census Reports since 1889, this is a steadily growing industry. The items

³⁶ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1920, Report of the President.

given in the table do not show any appreciable variations which might be regarded as cyclical movements during the years indicated. However, there may have been decided variations in output and employment during the non-census years which are not shown in the table. During the years of the World War, price levels increased rapidly enough to offset reduced output of physical products. Output was restricted during the war when over 1,000 photo-engravers entered the military service and a shortage in paper, chemicals, metals and other raw materials existed.³⁷

TABLE X

INDEXES AND ACTUAL AMOUNTS OF THE SEVERAL ITEMS INDICATED FOR THE PHOTO-ENGRAVING INDUSTRY AS OF CENSUS YEARS

Source: Cf. Table II, Chapter I, page 11

Years	Average Number of Wage Earners		Wages Paid		Cost of Materials		Value of Products		Value Added by Manufacture	
	No.	Index	Amount*	Index	Am't*	Index	Amount*	Index	Amount*	Index
1925	9,868	100.0	\$24,320	100.0	\$8,392	100.0	\$58,640	100.0	\$50,247	100.0
1923	8,521	86.4	18,668	76.7	6,606	78.7	43,053	74.3	37,053	73.7
1921	6,971	71.4	15,424	61.4	5,928	70.6	36,215	61.7	30,287	60.3
1919	6,769	68.6	10,423	42.8	5,038	60.6	29,383	48.3	24,357	48.4
1914	6,211	63.0	6,166	21.2	2,798	33.3	15,859	26.2	12,560	28.8
1909	5,343	54.0	4,750	19.5	2,133	25.5	11,624	19.8	9,490	18.8
1904	3,876	39.3	2,916	11.9	1,303	15.5	7,268	12.4	5,965	11.7
1899	2,691	25.3	1,749	7.2	725	8.6	4,190	7.1	3,464	6.9
1889	1,145	11.6	760	3.1	541	6.4	2,071	3.5	1,530	3.4

*000 omitted.

³⁷ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, Report of the President, 1917, pages 22-26; 1918, pages 26-28, and 1919, page 4.

CHAPTER III

GROWTH OF SOLIDARITY OF THE UNION

RISE OF THE UNION AND ITS INCREASE IN MEMBERSHIP¹

Prior to 1897 the only organizations among the photo-engravers were six locals affiliated with the International Typographical Union. During that year the Philadelphia Local was organized as an independent union by forty charter members. This group refused to accept membership in the International Typographical Union or any other organization outside its own craft. After the Philadelphia photo-engravers, in 1898, succeeded in making a satisfactory agreement with their employers following a short strike, a general movement was inaugurated for secession from the International Typographical Union. Since the latter was composed chiefly of members of other trades, the photo-engravers had little voice in determining its policies. The state of affairs caused some dissatisfaction among the photo-engravers. Correspondence conducted between several of the city organizations of photo-engravers gave the movement its start toward the formation of an independent national union.²

The first annual convention, attended by fifteen delegates representing seven cities, was held in Philadelphia, November 29 and 30, 1900. A constitution and by-laws were drawn up for the newly-formed "International Photo-Engravers' Union of North America" at this convention.

¹ Except where otherwise noted, data in this section are taken from the following articles in the *American Photo-Engraver*, Chicago, August, 1925: Woll, Matthew, "We Live to Learn and Progress," pages 645-650; Bevan, John R., "Early Struggles of the I. P. E. U.," pages 650-651; Flader, Louis, "Formative Period of the I. P. E. U.," pages 651-656; Schmal, H. F., "I. P. E. U. from a Secretarial Point of View," pages 656-662; Curry, Warner, "Philadelphia, Local No. 7," pages 670-671.

² Philadelphia Union No. 7, International Photo-Engravers' Union, Circular published in 1925.

The Philadelphia organization was made local Union No. 7 in the international union. A resident photo-engraver of Philadelphia was elected as the first president with other permanent officers.

For a time the International Typographical Union opposed the separate existence of the Photo-Engravers' Union by resorting to jurisdictional strikes in plants employing members of the newly-formed union and by opposing admission of the Photo-Engravers' Union into the American Federation of Labor. The differences were finally adjusted and the International Photo-Engravers' Union was formally chartered as a member of the American Federation of Labor May 20, 1904.

During the early years of the International Photo-Engravers' Union, many obstacles had to be overcome to accomplish its objects. These have been summarized as follows: first, to increase wages and decrease hours; second, to establish craft independence; and third, to secure the sovereignty and authority of the international union within the craft.³ Progress at first was slow. Even as late as 1906, the retiring president of the union reported to the convention of that year that the "future looked disappointing."⁴

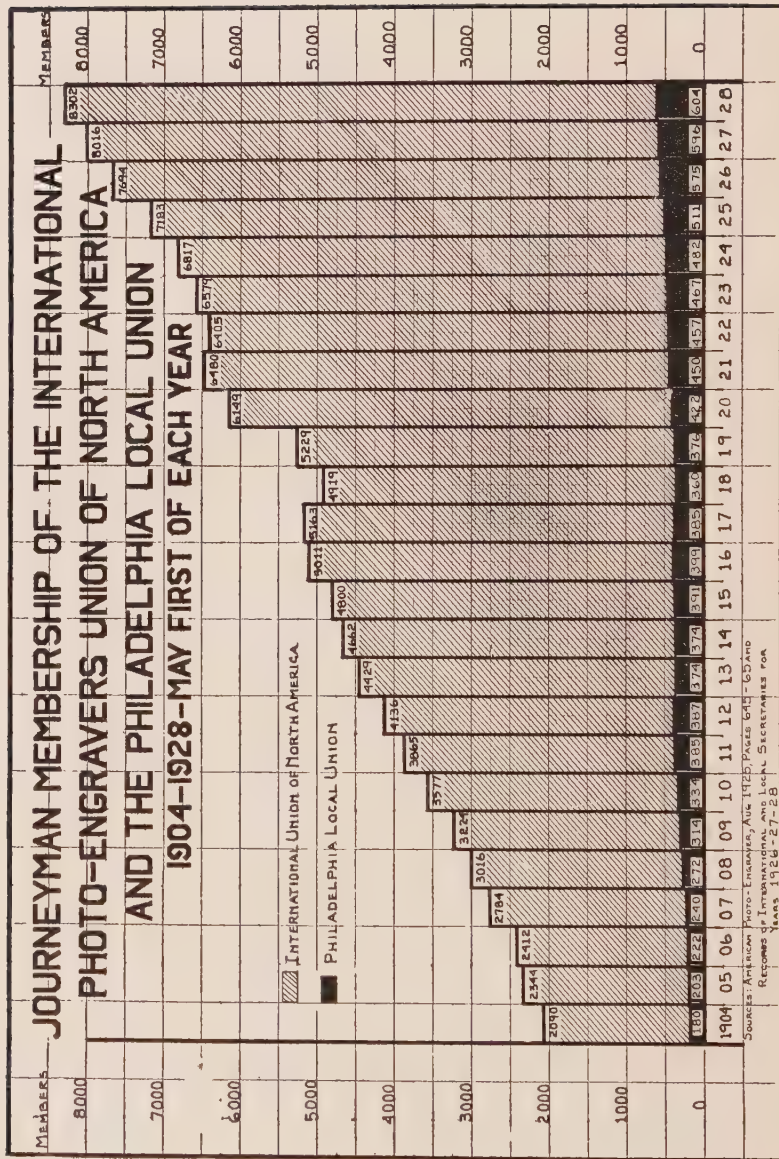
Although, in 1900, the geographical scope of the jurisdiction of the union extended over photo-engraving in North America, it included only seven local organizations located in as many cities. By 1928 the number of local unions had increased to 81. The growth of journeyman membership in both the international union and local No. 7 is given in Chart I for the years 1904 to 1928 inclusive. With the exception of a few slight recessions in membership, the international union grew steadily. During the World War about 1,000 engravers left the industry for military service, as was noted previously.⁵ The depression of 1921 and the stoppage of work in 1922 made themselves felt in the mem-

³ Flader, Louis, "The Formative Period of the I. P. E. U.," *American Photo-Engraver*, Chicago, August, 1925, pages 652-656.

⁴ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1906, Report of the President.

⁵ Cf. Chapter II, page 28.

CHART I



bership. No membership figures are available prior to 1904 for the international and the local No. 7, except that the Philadelphia local began in 1897 with 40 charter members. By 1904 this total had increased to 180. On the whole, the trend in the membership of the Philadelphia local was steadily upward. During these years the international union increased its membership by more thoroughly organizing the photo-engravers in the various cities having locals and by increasing the number of locals. The Philadelphia local, likewise, extended its territorial scope by including Camden and Atlantic City in New Jersey prior to 1909;⁶ while later Trenton in New Jersey, Wilmington in Delaware, Reading, Harrisburg, Lancaster, Allentown and York in Pennsylvania were added. The nine jurisdictional cities incorporated in the Philadelphia local union showed a total of 85 journeyman members and seven apprentices employed in fourteen commercial and three newspaper shops under union agreements on May 1, 1928. Considering the total membership in local No. 7 more closely, it is noted that the 604 journeymen employed in 41 union shops⁷ located in the local jurisdictional area were distributed as follows on the date mentioned:⁸ 85 journeyman members were employed in six newspaper shops and 519 journeymen in 34 commercial plants.⁹ Only one woman is at present employed in local No. 7. She is regarded as highly efficient as a "roto-gravure retoucher" in one of the newspaper plants.

JURISDICTIONAL SCOPE OF THE INTERNATIONAL UNION HAS BEEN WIDENED

As the result of friendly adjustments and decisions of the Executive Council of the American Federation of Labor, the Photo-Engravers' Union has increased its authority in

⁶ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1909, Report of the Secretary-Treasurer.

⁷ Two of these plants were under dual agreement with the union, operating during the day under the commercial agreement and at night under the newspaper agreement. Cf. Chapter V, "Method and Procedure of Formulating Local Agreements," pages 70-75.

⁸ It should be noted that 13 journeymen were unemployed at the time (May 1, 1928).

⁹ Information obtained from records of local office, Philadelphia.

the printing trades. Friction among the several unions in the graphic arts has arisen at various times because of new discoveries and improvements or as a result of the growth in strength of some unions concerned. Jurisdictional disputes arise when two or more unions claim authority over the workers on an operation which may be regarded as part of the craft of either union. In no case has the International Photo-Engravers' Union ever called a strike concerning jurisdiction, although several cases have caused ill feeling.

In 1904 the jurisdiction was enlarged to include the Ben Day artists, who were organized in a comparatively brief time.¹⁰ The first jurisdictional dispute involving the Photo-Engravers' Union was adjusted by the Executive Council of the American Federation of Labor in 1911, when it gave a decision in favor of the Photo-Engravers' Union concerning jurisdiction over the repairing of photo-engraved plates during electroplating.¹¹ The International Stereotypers' and Electrotypers' Union had taken the case to the Executive Council of the American Federation of Labor. Complete jurisdiction over the operation of power presses used in photo-engraving plants for the purpose of proofing was secured in 1913 when an agreement made between the Photo-Engravers' Union and the International Printing Pressmen and Assistants' Union so provided. Authority to unionize the workers in gravure establishments was granted the Photo-Engravers' Union by the American Federation of Labor in 1916. Most of these establishments are operated by newspaper plants. Thus, the union has about 325 more members because of the action taken by the American Federation of Labor.¹²

The most important case on the question of jurisdiction in photo-engraving to come before the American Federation of Labor involved the Amalgamated Lithographers' Union on the one hand and the Photo-Engravers' Union and International Printing Pressmen and Assistants' Union on the

¹⁰ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1905.

¹¹ *Ibid.*, 1913.

¹² *Ibid.*, 1924, pages 13 and 39.

other. The decision of the Executive Council was made public by the President of the American Federation of Labor July 28, 1916. Its provisions were as follows: "We submit this recommendation, that the Lithographic Pressmen and Lithographic Press Feeders and all press room workers in printing press rooms and in lithographic press rooms regardless of the style of press they are working upon, shall be members of the International Pressmen and Assistants' Union. That all Lithographers, Artists, Transferers and those engaged in the process of providing printing plates from which printing is done, shall be members of the Photo-Engravers' Union. . . . In making this recommendation we realize that we are dividing a union by placing its membership into two international unions but we believe that under the present Allied Printing Trades Organization and the joint movement of printing trades to protect the workers in different branches of the printing industry, that the interest of these men is best served by their carrying out this recommendation, and under the circumstances it will, in our opinion, add strength to these workers and tend to improve their conditions of employment. Pending the consummation of the amalgamation of these trades as herein provided, we recommend that the jurisdiction of the Offset Press be conceded to the International Pressmen and Assistants' Union. That the making of plates to be used on the Offset Press be conceded to the Photo-Engravers."¹³ This decision is of importance to the Photo-Engravers' Union because the developments in photo-lithography within recent years have made it a competitor for some of the photo-engraving business.¹⁴ The proposed amalgamation did not materialize. The President of the International Photo-Engravers' Union reported to the 1924 annual convention that "the number of members of our organization employed in Photo-Lithography is negligible and that most of those engaged in this work are employed by concerns engaged in photo-engraving and who make negatives and prints for

¹³ *Ibid.*, 1916, pages 49-50.

¹⁴ Cf. Chapter II, pages 7-9.

photo-lithography.”¹⁵ Three years later the same authority reported that only 82 journeymen engaged in offset and photo-lithography were members of the Photo-Engravers’ Union, while only one of these was a member of the Philadelphia local union.¹⁶ The lithographers, therefore, do not look with favor upon the subdivision of the Amalgamated Lithographers’ Union and subsequent conferences between the officers of the unions concerned have been fruitless.¹⁷

When the photostat machine was built by the Eastman Company in 1918, the Photo-Engravers’ Union secured jurisdiction over the operation of it in several newspaper plants where such machines had been installed. In 1920 the International Photo-Engravers’ Union made an attempt to organize the commercial artists employed in photo-engraving shops by granting charters to six local unions of artists, including those in Philadelphia. The total membership reported in 1921 was 103 artists.¹⁸ No progress has been made since, on account of the professionalism and individualism of the artists. Another jurisdictional dispute remaining unsettled is one between the Photo-Engravers’ Union and the International Association of Machinists “over the men engaged in the grinding and polishing of cylinder rolls used for gravure engraving and printing.”¹⁹ A temporary agreement is in effect.

Some time prior to 1914, a movement was inaugurated by the Photo-Engravers’ Union to form a “Graphic Arts Union” by merging all the craft unions and workers in these crafts.²⁰ This was proposed to include the photo-engravers, offset and photo-lithographers, gravure workers, steel and copper-plate engravers, soft metal engravers, wood engravers, and collotypists. The attitude of the photo-lithographers has already been noted in this section. The wood engravers,²¹

¹⁵ *Proceedings of the Annual Convention*, 1924, page 13.

¹⁶ *Ibid.*, 1927, pages 21-23.

¹⁷ *Ibid.*, 1927, pages 41-42.

¹⁸ *Ibid.*, 1921, page 26.

¹⁹ *Ibid.*, 1927, page 40.

²⁰ *Ibid.*, 1914.

²¹ *Ibid.*, 1917, page 44; 1918, page 36.

soft metal workers,²² copper and steel engravers²³ have refused to affiliate with the other unions in the engraving field. The collotypists have a separate organization affiliated with the American Federation of Labor and also refuse to merge with the other unions.²⁴ As noted before, the gravure workers have membership in the Photo-Engravers' Union. The reasons advanced for merging the workers engaged in the graphic arts into a single union appear to be: first, such an organization exists in Europe;²⁵ and, second, a change in the making and marketing of all kinds of plates has brought these crafts to a common basis.²⁶

AFFILIATIONS OF THE PHOTO-ENGRAVERS' UNION

While the international union was fortifying its position in the graphic arts and printing crafts by extending its jurisdiction, it also enhanced its prestige by affiliating with the American Federation of Labor in 1904, by sending, annually, delegates to the convention of the Union Label Trades Department of the American Federation of Labor, and to the annual convention of the Trades and Labor Congress of Canada. One of its most advantageous affiliations seems to be membership in the Allied Printing Trades Association, composed of the following membership in 1922:²⁷

International Typographical Union.....	68,900
International Printing Pressmen and Assistants' Union.....	37,000
International Brotherhood of Bookbinders.....	16,300
International Photo-Engravers' Union.....	6,500
International Stereotypers' and Electrotypers' Union.....	6,000
Total Membership.....	134,700

"The objects of this Association are to foster, educate, and apply joint action for offensive and defensive purposes on the industrial field and applying to the membership of the five International Printing Trades Unions."²⁸ The affairs of the association are administered by a board of eight

²² *Ibid.*, 1910.

²³ *Ibid.*, 1917, pages 43-44.

²⁴ *Ibid.*, 1914.

²⁵ *Ibid.*, 1925, page 29.

²⁶ *Ibid.*, 1926, page 24.

²⁷ *Ibid.*, 1922, page 24.

²⁸ Allied Printing Trades Council, Constitution, 1914.

governors, four of whom represent the International Typographical Union and one each of the other four unions. It has been of service in adjusting jurisdictional and other matters of concern to the printing trade. Since 1920 much discussion has been centered at times upon defending the 44-hour week, legislation, and the idea of "one big union" in the printing industry. The annual convention of the International Typographical Union in 1922 went on record as favoring such an amalgamation. The Photo-Engravers' Union²⁹ and the other smaller unions vetoed the proposition because of the danger of losing identity in a union dominated by the International Typographical Union, from whom the photo-engravers separated in 1900.

The Philadelphia local union No. 7 is a member of the Allied Printing Trades Council of Philadelphia and vicinity, composed of the locals corresponding to the five printing trades unions. Each of the local unions is represented on the council by three delegates who vote in accordance with the membership strength of the unions.³⁰ It has been found useful for the local unions to refer matters of interest to the council and follow a policy of co-operation rather than one of isolation.

The local union No. 7 has been a member of the Central Labor Union of Philadelphia and vicinity since the organization of the latter in 1920. The Central Labor Union is composed of delegates from trade and labor organizations whose national and international organizations are affiliated with the American Federation of Labor.

ESTABLISHMENT OF BENEFIT SYSTEMS³¹

The Photo-Engravers' Union has also strengthened itself from within in at least two ways. First, it has established benefit systems, and second, it has evolved a highly-disciplined and smooth-working governmental organization.

²⁹ *Proceedings of Annual Convention*, 1922, page 128, Resolution No. 12.

³⁰ Cf. Constitution and By-laws, Allied Printing Trades Council, Philadelphia.

³¹ Information in this section was obtained from the records of the local and international offices of the union.

Discussion of the last of these features of solidarity is reserved for the next section of this chapter.

The establishment of various beneficiary systems has resulted in the formation of a true brotherhood among the photo-engravers, particularly in Philadelphia, to which this study is primarily confined. The granting of benefits to the unemployed members of the union and to the dependents of deceased members exerts a strong influence in gaining membership and has been instrumental in fusing the members into a compact organization. The opportunity to appeal to security in days of threatened and actual adversity tends toward solidarity. The Photo-Engravers' Union has now "branched into the field of conserving the industry itself and providing opportunities, benefits, and enjoyments in life quite apart from the question of wages and hours of work."³²

The international union has established four funds for the following purposes:

- (1) The General Fund for administrative purposes.
- (2) The Defense Fund for strike benefits.
- (3) The Tuberculosis Fund for the payment of benefits to members suffering from tuberculosis.
- (4) The Group Insurance Fund as a life insurance system.

These funds are supported mainly out of the receipts from the monthly per capita tax, supplemented by other means noted below. Payment of the monthly per capita tax is compulsory on the part of all journeyman members.³³ The

³² International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1926, Report of the President, page 6.

³³ All dues, taxes and assessments levied by the international union are payable to the proper officer of the local union, who places the international "due stamp" in the place provided in the member's dues book. A member may be suspended if he fails to pay the assessments and dues one month after they are finally due. Such a member may be reinstated on payment of accrued arrearages unless the Executive Council waives this requirement, "when it appears to be to the best interests of the International Photo-Engravers Union to do so." The treasurer of the local union remits the international dues and assessments periodically to the international treasurer. Should a member be "out of work during the time in which International assessments are due, he shall be exempt from payment of such assessments during the time of his unemployment; provided, that if the assessments be levied weekly any member working less than four full days shall be exempt from paying weekly assessments. If the assessment be levied and payable monthly any member working less than eight full days shall be exempt from paying monthly assessments. When a member is thus exempted from payment of Inter-

tax is at present two dollars, payable on or before the last day of each month. Table XI shows the amount of the monthly per capita tax since 1900 and its division among the funds. Prior to 1910 the receipts from the tax went into the General Fund. In that year the constitution was amended to provide that part of the increase in tax be placed in the Defense Fund and the Tuberculosis Fund. The Group Insurance Fund was not established until December 1, 1927, when the one-dollar increase in the per capita tax was appropriated to it.

TABLE XI
AMOUNT OF MONTHLY PER CAPITA TAX AND ITS DISTRIBUTION
AMONG THE INTERNATIONAL FUNDS BY YEARS
WHEN CONSTITUTIONAL AMENDMENTS PROVIDING FOR CHANGES
BECAME EFFECTIVE

Year Change Went into Effect	Amount Levied per Journeyman Member	Amount Paid into General Fund	Amount Paid into Defense Fund	Amount Paid into Tuberculosis Fund	Amount Paid into Insurance Fund
1900.....	\$0.20	\$0.20			
1903.....	0.30	0.30			
1906.....	0.35	0.35			
1910.....	0.70	0.42	\$0.17	\$0.11	
1913.....	0.70	0.42	0.14	0.14	
1916.....	1.00	0.60	0.20	0.20	
1919.....	1.00	0.65	0.15	0.20	
1927.....	2.00	0.55	0.25	0.20	\$1.00

At various times these funds have been supported by additional means. The General Fund receives income from many sources, especially from international members (those holding direct membership in the international and located outside of the jurisdiction of any local union) and from the local unions. The Defense Fund was supported from 1906 to 1910 by a per capital levy of 50 cents per quarter year. Since the latter year it has shared in the monthly per capita tax. From January 1, 1917 to May 1, 1918, a special assessment of one dollar per month was imposed upon every journeyman member to replenish the Defense Fund. Ad-
national assessments, International Out-of-Work stamps shall be placed in his dues book in lieu of the regular stamps." (By-laws of the international union.) Members have been exempted, accordingly, since 1912. The system of dues stamps and dues book went into effect in 1905.

vanced apprentices (those in the fifth year) have contributed to the Defense Fund since 1912, during which year an assessment of 25 cents was levied, while in 1923 the tax was increased to 50 cents, where it remains today. Since 1923 the constitution has provided that the Defense Fund have \$100,000 as a maximum limit and \$35,000 as a lower limit. If the amount falls below the minimum, the Executive Council has authority to replenish the fund by a special assessment. When the upper limit is reached, payment of special assessments is automatically suspended.

The Tuberculosis Fund was established in 1908 by placing a quarter-yearly tax of 50 cents upon all journeyman members. Since 1910 it has shared in the monthly per capita tax. This source of income has been supplemented by an annual assessment—one dollar from 1916 to 1923 and thenceforth two dollars—payable on the first day of each December, known as Tuberculosis Day. Since 1918 advanced apprentices have been subject to the assessment.

These funds exist for various purposes. Out of the General Fund are paid the administrative expenses of the international union and, since 1919, a funeral benefit of two hundred dollars to the beneficiary of a deceased member. During the fiscal year ending 1927,³⁴ \$10,400 was paid as funeral benefits, while a total of \$113,257.50 has been paid on account of 822 deaths from June 1, 1903 to June 1, 1927.³⁵

From 1910 to 1919 the beneficiary of a deceased journeyman received one hundred dollars, and from 1900 to 1910 seventy-five dollars. In case of the death of an advanced apprentice member, the funeral benefit was fifty dollars from 1912 to 1919 and has since been one hundred dollars. For the beneficiary to be eligible, the deceased must have been a member in good standing at least six months prior to death.

The Defense Fund has been established and maintained to provide out-of-work benefits for those members engaged in strikes or lockouts. Table XII shows the allowances

³⁴ From May 31, 1926 to June 1, 1927.

³⁵ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1927, Report of the Secretary-Treasurer, pages 79-80.

granted journeymen and apprentices under constitutional provisions effective during the years indicated.

TABLE XII

STRIKE BENEFITS ALLOWED JOURNEYMAN MEMBERS AND APPRENTICES IN UNION SHOPS EFFECTIVE IN YEARS INDICATED

Source: International Constitution and General Laws, 1900-27

Year Constitutional Change Went into Effect	Weekly Benefits for Journeymen		Weekly Benefits for Advanced Apprentices		Time During Which the Beneficiary Is Eligible at Rates Stated
	Married	Single	Married	Single	
1900.....	\$ 8.00	\$ 7.00	None	None ^a	After first week
1904.....	8.00	6.00	None	None	After first week
1910.....	10.00	7.00	\$8.00 ^a	\$6.00 ^b	After first week
1913.....	10.00 ^c	7.00 ^d	8.00 ^a	6.00 ^b	For first six weeks
1916.....	10.00 ^e	10.00 ^e	8.00 ^a	6.00 ^b	For first six weeks
1918.....	10.00 ^e	10.00 ^e	8.00 ^f	8.00 ^f	For first six weeks
1923.....	15.00 ^g	15.00 ^g	8.00 ^f	8.00 ^f	For first three weeks

^a Married apprentices in first four years, \$6.00 per week.

^b Single apprentices in first four years, \$4.00 week.

^c If on strike over six continuous weeks, \$12.00 per week.

^d If on strike over six continuous weeks, \$9.00 per week.

^e If on strike over six weeks, \$15.00 per week regardless of marital status.

^f Regardless of marital status each apprentice was given the following allowance: In fourth year, \$7.00; in third year, \$6.00; in second year, \$5.00; and in first year, \$4.00 for the entire period of strike.

^g For fourth, fifth and sixth weeks, \$20.00 and for over six weeks, \$25.00 per week.

It will be noted after consulting this table that apprentices were not supported during strikes by the international union until 1910, and prior to that year journeymen received no allowances until after the first week of the strike or lockout.

The Group Insurance Fund, which pays one thousand dollars to the beneficiary in case of death, went into effect December 1, 1927. It includes all journeyman members and apprentices registered with the union beginning with the third year.

The international union left the matter of caring for those members suffering from tuberculosis to the local unions from 1900 to 1908. From that year until 1915 the patients were cared for at sanitariums at the expense of the international treasury. An emergency fund of one hundred dollars for each case was provided for in addition to these

payments, unless the patient was placed in a public institution. Weekly tuberculosis allowances were set at \$7.00 from 1915 to 1918; from 1918 to 1920, at \$9.00, and since 1920, at \$15.00. The total payments since 1917 from the international union to all locals and the amounts paid by it to the Philadelphia local union are shown in Table XIII.

TABLE XIII

TUBERCULOSIS BENEFITS PAID TO ALL LOCALS AND TO PHILADELPHIA LOCAL
NUMBER 7 FROM THE INTERNATIONAL TREASURY

Source: Reports of Secretary-Treasurer to Annual Convention of the International Photo-Engravers' Union, 1917-1927

Year	Total Payments	To Philadelphia Local
1917.....	\$12,591.00	^a
1918.....	11,968.41	\$ 763.00
1919.....	12,968.90	1,289.00
1920.....	15,292.25	484.00
1921.....	18,896.75	561.75
1922.....	27,914.10	141.60
1923.....	28,134.10	1,459.10
1924.....	25,812.50	1,465.00
1925.....	26,873.00	2,160.00
1926.....	22,945.00	1,935.00
1927.....	22,247.50	1,200.00

^a Data not available.

The establishment of tuberculosis benefits indicates that certain conditions exist in the industry detrimental to the photo-engravers' health. The union has taken preventive as well as curative measures. In 1919 it urged by resolution that³⁶ "Whereas in the manufacture of photo-engraving deadly fumes are constantly created, be it resolved that this Convention recommends all local unions to petition their employers for suction fans, pipes, etc., for the lessening of injury to health." The City Health Department of New York made a survey of health conditions in the photo-engraving shops of the city in 1924. The investigation covered two-thirds of the workers and representative shops of all sizes. The results showed that 64 per cent. of those workers examined had defective throats, 39 per cent. suffered

³⁶ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1919, page 147.

from defective eyes, 40 per cent. had nose defects and 4 per cent. showed effects of bronchitis. The death rate among the photo-engravers of the city was found to be slightly lower than that of the city population.³⁷

The international union keeps a mortuary record of the causes of death of its members. For the year ending June 1, 1927 a total of 53 deaths occurred in the industry as a whole. Heart conditions and pulmonary diseases, such as tuberculosis, pneumonia, etc., were given as the terminating disease in 51 per cent. of the deaths.³⁸ The percentage in 1926 was 55 per cent., in 1923 the percentage was 47 and in 1921 it was 57.³⁹ In the absence of any reliable and comparable statistics, it is impossible to compare the health hazards of the photo-engraving craft with those of other trades and industries. Yet it has been recognized by men in the trade that dangers to health exist. As late as 1927 the International President made the following statement:⁴⁰ "Photo-engravers have pronounced health hazards. Since good health is the capital of wage earners and of parallel importance with craft skill, one of the functions our union should perform is that of supplying information as to what constitutes proper health conditions." In Philadelphia frequent inspections of shop sanitation are made by the city health authorities. Thus close supervision is maintained over such conditions.

The local unions have sometimes supplemented the international fund by local benefit systems. The Philadelphia local union has the following arrangements in operation:

³⁷ It should be noted that no fair comparison can be made on this basis since the city population contains persons of all ages, while in photo-engraving the lower limit is 16 years, with 34.5 years as the average for those covered in the survey.

³⁸ Medical authorities have informed the writer that approximately 50 per cent. of the population at large die annually from the effects of the above-mentioned diseases. Moreover, a distinction should be made between an underlying and long-time disease and one which suddenly arises at time of death. The custom has been for physicians in charge of the patient to give the terminating disease as the cause of death.

³⁹ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1927, pages 77-78; 1926, pages 73-74.

⁴⁰ *Ibid.*, 1927, page 42.

- (1) The Mutual Aid Association, which pays sick and death benefits.
- (2) The "Out-of-Work Association," paying general unemployment benefits.
- (3) The Local Funeral Fund, paying funeral benefits to the estate of deceased members.

Although membership in the Mutual Aid Association is voluntary, about 80 per cent. of the local membership has enrolled in it for the past few years. An initiation fee of one dollar and monthly dues of fifty cents per member, payable in advance and collected in each chapel, are the only contributions required. Benefits are paid to a member who is "unable to follow his usual or any gainful occupation, through sickness or accident." These benefits are fifteen dollars per week for not more than fifteen in fifty-two consecutive weeks, after an initial waiting period of one week. The sum of fifty dollars is paid to the beneficiary or the decedent's estate at death.

Membership in the "Out-of-Work Association" is compulsory for all local members. The amount of dues payable monthly is determined by the Executive Board of the local union and is contingent upon the expenditures of the previous month. A reserve fund is maintained at about \$3,500. The total amount paid in 1927, when the highest percentage of members received benefits and the largest sums were paid since its organization in 1917, was about \$18.50 per member. Payments during the whole period represent about eleven dollars per member per year.⁴¹ Benefit payments begin from and include the second week of unemployment and continue for twenty weeks, subject to lengthening by the local executive board. Members unemployed through sickness or accident are paid ten dollars per week and if unemployed through lack of work (subject to certain qualifications) twenty dollars a week is paid. During 1927 \$10,082.50 was paid to 206 members unemployed in the local union.

The Local Funeral Fund is maintained by special assessments in case of death of a member of the local union. For

⁴¹ Woll, Matthew, "Unemployment Benefit Systems Amongst Photo-Engravers," *American Photo-Engraver*, Chicago, June, 1928, pages 671-672. Also "Unemployment and the Unions," *American Federationist*, Washington, May, 1928, pages 567-568.

the past few years this assessment has averaged about \$1.25 per journeyman member. The beneficiary or the estate of a deceased member is paid five hundred dollars as a funeral benefit.

Payments to all of the international and Philadelphia local funds are compulsory except in case of the Mutual Aid Association. In addition, dues to defray the administrative expenses of the local union are collected from each member and apprentice. It is thus evident that, with the establishment of such beneficiary systems, the union has been able to offer the workers more than mere bargaining for wage increases and reductions in hours. This condition fosters the solidarity of the union.

THE GOVERNMENTAL STRUCTURE OF THE UNION⁴²

During the twenty-eight years of its existence as an international organization, the Photo-Engravers' Union of North America has evolved a highly efficient administrative system. The local organizations are co-ordinated into a thorough and apparently frictionless system for administrative control. The authority lodged in the international union and its officers is highly respected, and within the locals the discipline to be expected in a well-organized system is manifested. The international constitution with its body of general laws forms the basic and fundamental law of the organization. In many respects the international office has highly-centralized powers, yet the local units have sufficient freedom and autonomy to use discretion in many matters usually of local importance. Thus the system has some degree of flexibility. The annual convention composed of delegates from the local unions and the international officers constitutes the highest body of appeal for internal affairs. With it are lodged the powers of making final decisions on matters affecting the welfare of the union, as well as altering the general laws, amending the constitution, and electing the international officers for the ensuing year.

⁴² From the international constitution and general laws and the local constitution and by-laws.

It therefore exercises a prerogative which is final, while ultimate sovereignty may be said to reside with the local unions, who choose and sometimes instruct the delegates to the annual convention.

Next in order of authority is the Executive Council, composed of the five international officers: the president, secretary-treasurer, and three vice-presidents. To it may be referred questions and appeals by the local unions and their members. The right of appeal from a decision of the Executive Council to the floor of the annual convention exists when the latter is in session. The constitution guarantees to every member the right to make an appeal from a subordinate union to the Executive Council or the annual convention, after the case has been submitted to and passed upon by the president of the international union. Such a request to the president may be accompanied by a receipt in full for all indebtedness to the local union from which the member appeals and "in no event shall an appeal be denied when \$25.00 of the local fine imposed has been paid." All appeals are outlawed unless submitted six months from the time the local decision has been rendered and the member has knowledge thereof.

The Executive Council has general supervision over the business of the union. It may determine the amount of assessments to be levied in cases of emergency and its sanction must be given before a local union may institute a strike. All agreements between locals and their employers must be approved formally by the Executive Council before becoming effective. The council has the authority to discipline any local, member or members in case of an illegal strike or a strike in violation of an agreement.

The international organization publishes a monthly periodical known as *The American Photo-Engraver*, which contains articles upon the technique of the trade, labor matters, and other subjects of interest to the general membership of the union. The trade information thus disseminated among the photo-engravers tends to promote the common interest in which all are concerned. The president

of the international union is the editor-in-chief, and he is assisted by several associate editors, of whom the present business manager of the Philadelphia local is one.

The local unions have jurisdiction over the territories designated as coming under them by the Executive Council. The locals negotiate and make all agreements with their employers, with such aid from the international officers as is deemed necessary by them and also with the final approval of the Executive Council. The internal organization of the Philadelphia Union No. 7 is in many respects similar to that of the international. The general supervision of the business and local matters of the Philadelphia unit is in charge of a local Executive Board consisting of ten members—the local president, vice-president (who is chairman of the board), business manager, recording secretary, treasurer, and five members from the local body. Four of the latter are elected annually by the local membership and one is elected by the board from the five retiring as a “hold over.” The officers are also elected by the local body. The latter has authority to rescind any action of the officers or Executive Board.

Most of the immediate business matters of the local organization pass over the business manager’s desk. Some of his work consists of placing workers in shops on request from employers, adjusting disputes and complaints reported to him from the shops and other situations which arise between members or between members and their employers. He is responsible to the Executive Board and local body at all times and reports all important matters to their meetings. He also receives instructions from attempts to carry out the orders of the Executive Board, reporting to it the progress made.

In every union shop within the Philadelphia area there is an organization known as the shop chapel composed of all the workers in that plant. The group elect one of their number to act as the chapel chairman for the coming year. It is his duty to represent the workers before the employer and to see that union conditions prevail in accordance with the local agreement. In case of violation or suspected

violation on the part of the employer, the chapel chairman may take up the matter with the employer or call in the business manager. The chairman also reports cases of misconduct by members of the chapel to the business manager, who may refer exceptional cases to the Executive Board. A monthly chapel report is made out by the chairman, submitted to the chapel for approval, and then transmitted to the local union.

DISCIPLINE WITHIN THE UNION⁴³

Since 1916 numerous cases of discipline have been considered by the Executive Board of local No. 7. These cases may be classified as follows:

- (1) Non-attendance at union meetings.
- (2) Arrearages in dues and assessments or other obligations.
- (3) Failure to consult the business manager or chapel chairman before applying for or accepting a position in the local area.
- (4) Charges of misconduct and insubordination.
- (5) Miscellaneous cases.

Attendance at the annual meeting of the local union is compulsory and anyone failing to present a satisfactory excuse to the Executive Board is subject to a fine. Likewise, should a member be absent from three consecutive monthly meetings of the local union, a fine may be imposed. This rule includes those employers, such as superintendents and firm members, who find it advantageous to hold membership cards.

Cases of non-payment or arrearages in dues are brought before the Executive Board almost each month. Fines are frequently imposed on these delinquents, while a threat of withdrawal from his job or suspension from union membership usually brings about payment of the dues. Some grace is allowed. A member may be in arrears in dues to the local for a period of two months; at the end of this time he is notified officially of his delinquency; failing then to make payment, he is called before the Executive Board at its meeting. The policy of the Executive Board is tempered

⁴³ Minutes of Executive Board, 1916-1928. Other records in the local office have been consulted.

with mercy and leniency in many cases. In 1925, for example, a member appeared before the board asking that his fine of \$5.00 be rescinded. He had been in arrears three times during the year. His request was granted with the expressed hope that he would "mend his habit." The local union in several instances has lent money to members for transportation or for use in an emergency. In rare cases it has been difficult to secure repayment, as when the debtor leaves the jurisdiction of local No. 7. Until recently resort was made to the international secretary, who took up the matter with the local union to which the debtor migrated.

The local union very jealously enforces the following rule passed by the Executive Board on October 2, 1916: "It shall be necessary for any member of this union, before seeking employment in any shop, to receive such privilege from the Business Manager. Any member acting contrary to the requirements of this rule, shall be subject to a fine of \$25.00 for each offense." This applies to individuals making transfer from another local to any of the shops of local No. 7 or members within the local making transfers from one shop to another.⁴⁴ Violations are immediately detected and reported by the chairman of the chapel to which the applicant goes for work. In only two of the seventeen cases heard before the Executive Board on charge of violation of the transfer rule between 1916 and June 1927, has a fine been imposed. In one case the accused explained that he went on a vacation after leaving his previous position, and on returning to the city he heard of a vacant job. He met the employer and accepted the position, although at first he had no intention of accepting. The board was not satisfied with the explanation, considered it "a flagrant case of violation" of the ruling, and imposed a fine of \$5.00. The other case in which a fine was imposed was of a different character. It happened that a member of another local came into the domain of local No. 7. He applied for and accepted a position with a Philadelphia photo-engraving

⁴⁴ Section 89 of the general laws of the international union has provided similarly for a number of years.

employer before seeing the local secretary. Before the board he pleaded guilty to the charge, saying that he knew the law but was "thoughtless" at the time. The fine imposed was \$25.00. One of the seventeen cases heard by the board in the time above-mentioned resulted in acquittal because the accused asserted that he saw the proprietor of a shop on the street, was offered a job, and was told there was no need to see the business manager. In most cases the workers accused pleaded ignorance of the ruling. Usually, they were dismissed with a reprimand. No second offense has occurred.

Several cases of misconduct and insubordination have been heard before the Executive Board. These have been regarded as rather serious at times. Frequently the charge is "conduct unbecoming a union member." Action by the Executive Board and the business manager indicates that the local union attempts to enforce sobriety and good deportment among its members. Many other miscellaneous kinds of cases arise.

The history of the union indicates that there has been steady growth in membership and in prestige among other unions, that the union has benefit and protective systems in operation for various purposes, thus offering tangible advantages to its members, and that it has a well-organized system of administration able to demand respect and enforce discipline.

CHAPTER IV

GROWTH AND ACTIVITIES OF THE EMPLOYERS' ORGANIZATIONS

There are three associations existing among the employers with whom the International Photo-Engravers' Union deals or comes in contact in the field of labor. They are as follows:

- (1) The American Photo-Engravers' Association, recognized in the trade as the "closed shop" organization, which will be referred to hereinafter as the American Association.
- (2) The Employing Photo-Engravers' Association, known throughout the trade as the "open shop" organization, which will subsequently be called the Employing Association.
- (3) The American Newspaper Publishers' Association.

The first two associations are organized among photo-engraving employers in the commercial field; the third is the organization having general jurisdiction over the newspaper publishers and consequently over those publishers operating photo-engraving plants.

BRIEF HISTORY OF THE AMERICAN PHOTO-ENGRAVERS' ASSOCIATION

A committee of eleven manufacturing photo-engravers including a Philadelphian met in St. Louis, May 17, 1897, to work out plans for a national organization of commercial photo-engraving employers. As a result of the committee's efforts, the first annual convention of the American Photo-Engravers' Association was held at Buffalo October 12 and 13, 1897. At first the organization was called the National Association of Photo-Engravers, but in 1900 the name was changed to the International Association of Manufacturing Photo-Engravers and Canada was added to its territorial scope to make the association co-extensive with the Inter-

national Photo-Engravers' Union; again, in 1918 the name was changed to the American Photo-Engravers' Association.

The purpose of the organization is manifold, for it engages in numerous activities in addition to dealing with labor. The constitution states: "The objects of this association are to encourage and foster a feeling of friendship between the producers of photo-engravings, to devise ways and means for bettering the conditions, and advancing ways and means of the Photo-Engraving Industry; to spread its influence through the establishments of local and sectional associations and to develop a spirit of co-operation in all matters of mutual interest; to effect the thorough organization of Photo-Engravers of America; to encourage a high standard of proficiency and to maintain among its members a just and equitable method of conducting business.

"To meet at stated periods for the discussion and dissemination of reliable information relative to the best methods of production and conducting business from the standpoint of practical experience and approved business ethics; to urge photo-engravers to co-operate with one another to eliminate the evils of ignorant and ruinous competition; to spread a wider knowledge of the elements of cost and what constitutes a proper remuneration for services rendered so that competition may be honorable, just and reasonable; to standardize a code of ethics and trade customs for the guidance of its members in their dealings with one another and with the public."

During its early years, the association was comparatively weak, including no more than 25 per cent. of the photo-engraving firms in its membership. Since 1912 the association has grown relatively more important. At that time about 30 per cent. of the firms in the industry were members of the American Association and for subsequent years the percentage is as follows: 1914, thirty-two; 1919, sixty-three; 1922, sixty-nine; 1925, sixty-seven; 1926, sixty-six; and in 1927, about sixty-three per cent.¹

¹ American Photo-Engravers' Association, *Proceedings of the Annual Convention, Reports of the Secretary, 1913-1927.*

Table XIV shows the number of firms having membership in the association since 1911. It is evident that the increase has been fairly steady, but of late years the rate of growth has decreased. Nearly every year there is a shift of firms

TABLE XIV

MEMBER FIRMS OF THE AMERICAN PHOTO-ENGRAVING ASSOCIATION—1911-1927
(FISCAL YEAR ENDING JUNE 1)

Source: American Photo-Engravers' Association, *Proceedings of the Annual Convention*, Reports of the Secretary, 1911-1927

Year	Number of Firms	Year	Number of Firms	Year	Number of Firms
1911.....	76	1917.....	272	1923.....	401
1912.....	157	1918.....	305	1924.....	408
1913.....	147	1919.....	332	1925.....	449
1914.....	166	1920.....	402	1926.....	457
1915.....	118	1921.....	424	1927.....	444
1916.....	230	1922.....	412		

in and out of the association: some members are lost as a result of "resignation, consolidation, and non-payment of dues," and new members are added and former members are reinstated. For the year ending June 1, 1927, twenty-three firms were dropped from the membership roll and ten others were added—a net loss of thirteen for the year.²

Dues to the national organization have remained at fifty cents per month for each person employed in the shop in a productive capacity, including superintendents, foremen, journeymen, and apprentices of three or more years' standing in the trade. The minimum payment per quarter year as dues for each member-firm has been \$6.25, and an additional annual fee of \$10.00 per firm is also collected. Financially, the association has made progress. The treasurer's annual reports show that as late as 1909 the income from dues and subscriptions amounted to only \$9,529.00, but in 1927 it amounted to \$37,576.61. The total income for the fifteen years since 1913 is \$329,837.52, an average of \$21,989.16 per year for that period. On May 31, 1927, there was a balance of \$47,327.63 in the treasury.³

² *Op. cit.*, 1927.

³ *Ibid.*, 1927, Report of the Treasurer.

While firms may hold membership directly in the American Photo-Engravers' Association, many local associations are organized in the various cities. The locals are granted considerable autonomy in all matters. Decentralization of authority is the political basis of the American Association. This is especially evident in the making of local agreements.⁴

The Manufacturing Photo Engravers' Association of Philadelphia was organized in 1897, the year that the American Association came into existence. It will be recalled from the previous chapter that the Philadelphia local union was organized the same year. At present, and for some time past, the initiation fee has been \$25.00 for both resident and non-resident members. The resident members are those having shops located within the city of Philadelphia while the non-resident members shall pay as dues the sum of two dollars per month for each journeyman employed in his engraving department. "The minimum monthly payment for dues shall not be less than twenty-five dollars and the maximum shall not be more than one hundred dollars. The monthly dues as herein stated include International dues, which, when due, shall be paid by the Treasurer."⁵ The association reserves the right to levy additional assessments. The Philadelphia association in 1916 had only fourteen member firms, about 60 per cent. of all the firms within the district and 90 per cent. of those within the city; in 1927 it had nineteen members, seventeen of which were located within the city as resident members. At present there are twenty-three commercial shops in the city. The governing body is a Board of Governors composed of a representative of each resident member-firm. The local association sends delegates to the annual convention, at which matters of trade, information, cost-accounting, standard scale and prices, fair competition and labor relations are discussed. The national association publishes monthly *The Photo-Engravers' Bulletin*, which contains information pertinent to the welfare of the members of the

⁴ Cf. Chapter V, pages 70-71.

⁵ Manufacturing Photo Engravers' Association of Philadelphia, Constitution and By-Laws.

association and the photo-engraving industry. All of this aids in fostering a spirit of co-operation among the employers.

THE EMPLOYING PHOTO-ENGRAVERS' ASSOCIATION

The second organization among commercial photo-engraving firms is the Employing Association, known as the "open shop" association. Because of its labor policy, this organization does not permit its member-firms to bargain collectively with the employees or union. For this reason brief consideration will be given to the Employing Association in this study in order to state its purpose and importance in the industry and its effect upon collective bargaining.

One of the requirements for membership in the association is stated in its constitution as follows: "Any firm, individual or corporation operating an Open Shop Engraving Plant or declaring to so operate within a reasonable time is eligible to active membership, and having received an affirmative vote of the Association at any regular or special meeting or by mailed ballot, may become an active member by complying with the constitution and by-laws." The permanent organization and formal adoption of the constitution date from September 15, 1906; hence it has been in existence about twenty years, and it has acquired some standing in the trade. The objects of the association, as expressed in Article II of the constitution, are "the mutual protection of its members and their employees from unjust action from any source, the discussion of matters of importance to them as photo-engravers, and the investigation and adjustment of any question in dispute between members and employees which may be referred to the Association for action."

Membership is contingent upon operation on an open shop basis and the payment of dues and fees as follows: "An entrance fee of One Hundred Dollars (\$100.00) shall be paid by each applicant for Active Membership at the time of making application. If however such applicant is experiencing a strike or unusual labor trouble, or shall ex-

perience such unusual trouble within sixty days from the date of his membership, the entrance fee may be increased to a maximum of Five Hundred Dollars (\$500.00) at the discretion of the Executive Committee, any unpaid balance of which must be fully paid within ten days from date of invoice for same or such member shall forfeit his membership and all benefits therefrom. . . . All entrance fees to be returned to applicant in case application is rejected."

The regular dues are payable quarterly in advance. "In caring for the operating expenses of the Association and to provide an emergency fund, each active member shall pay dues amounting to one per cent. of his photo-engraving department labor expenses, which shall include the wages of one or more foremen, as the case may be. The dues so paid shall be computed from the payroll records of the preceding calendar year." Payroll records of members are at all times open to inspection by the secretary or a delegated authority. Provision is made for the associate membership of any firm, individual or corporation operating an engraving plant on payment of fifty dollars annually. No voice is granted to such members in the conduct of the affairs of the association.

The elective officers of the association are a president, vice-president, treasurer, and an executive committee of three members, of which the treasurer is a member *ex officio*. The other two are elected by the body annually. The secretary of the association is appointed by the executive committee. Much authority is lodged in this committee. An annual meeting is held which only active members, declared in good standing by the executive committee, may attend. There are no local organizations except that local informal groups exist in several cities.

Because no figures are available, it is very difficult to evaluate the strength of this organization in the photo-engraving industry. "We have not the exact figures and seriously doubt if anyone else has them. We mean number of shops and number of employees. There is no possible way for anyone to determine the percentage on value of

products.”⁶ From the same source comes the claim that “approximately one-third of the industry is operated on an open shop basis.” It is stated, further, that approximately 85 per cent. of the member-firms of the Employing Association also held membership in the American Association in 1926. Its strength is a mystery and will be considered further in Chapter V.⁷

As to its labor policy, the association takes the position that “active membership in this Association shall consist of only those photo-engraving establishments that operate on Open Shop basis. Membership shall automatically be forfeited upon failure to operate. . . . Members shall, at all times, uphold the right of free contract of employment, in theory and in practice. Members shall not discriminate against any workman because of his membership in any society or organization. . . . Members shall not countenance any limitation or unfair restriction of the quantity or quality of work that any employee may do in a given time. . . . Members shall be alert to recognize merit in employees and apprentices.”⁸ Forty-eight hours is the basic week in the open shops. Each man is paid according to his worth with no regard to a scale. It is admitted that many union men are employed in the open shops.⁹ Such union men, in seeking employment in an open shop, have been instructed to deny membership in the union, if specifically asked about it by employers. In soliciting membership among employees of open shop firms, they have been instructed by their president to be sure that all applications are received and retained in confidence and that applicants are secured against the employer’s knowing anything about their affiliations. A central employment bureau, for the mutual benefit of the members of the association and their employees, is operated through the national office at Cleveland. “It offers and whole-heartedly extends its usually effective

⁶ Quoted from a letter to the author by the Secretary, Employing Photo-Engravers’ Association, Cleveland, August 10, 1927.

⁷ “The Union Shop,” pages 127-131.

⁸ Employing Photo-Engravers’ Association, *Nine Principles and Their Practice*, 1923, pages 5-9.

⁹ Letter to the author, as above.

assistance to members and intending members when in need of competent help, in the every-day course of business or for the installation and maintenance of Open Shop independence. Qualified journeymen bearing the registered identification card of this Association, and being in good standing with their last employers, shall be entitled to preferential consideration in the matter of new employment elsewhere."¹⁰ No fee is charged for the service. It is asserted that 99 per cent. of the open shop workmen use this service and quite a number of union workmen also apply to it.

THE AMERICAN NEWSPAPER PUBLISHERS' ASSOCIATION

The third organization among employers in the industry is in the newspaper field. Since this association has no local organization in Philadelphia, consideration of the Newspaper Publishers' Association lies outside the scope of this study except where the international union and the association conduct arbitration proceedings.¹¹ It is the custom for the union to make agreements with the newspaper photo-engraving firms separately from the agreements with the commercial employers. Since many of the newspaper photo-engraving plants are owned by newspaper publishers, some attention, at least, on a national scale must be given to the Newspaper Publishers' Association. The procedure followed in making agreements is explained in Chapter V.¹²

This association was organized in 1886 and has therefore been in existence over forty years. It is a national organization representing the employers throughout the newspaper industry as a whole. The local newspaper photo-engraving plants in Philadelphia are therefore without a local organization. The association, through its Union Labor Department, forms contracts for arbitration with unions in the field. Through its "Open Shop" Department, aid has been extended to firms having difficulties with labor.¹³ The mem-

¹⁰ *Nine Principles and Their Practice*, as above, page 10.

¹¹ Cf. Chapter VII, pages 121-122.

¹² Cf. pages 71-72.

¹³ American Newspaper Publishers' Association, *Forty Years' Record*, 1926, pages 5-6.

bership in 1926 consisted of about five hundred publishers located in many states and Canada. All members pay monthly dues at the rate of \$12.00 per machine per annum, in three equal installments, on linotype and other composing machines. Annual dues are paid as follows: circulation 5,000 or under, \$50.00; 10,000 or under, \$75.00; and over 10,000, \$25.00 for each cent of the national advertising rate charged.¹⁴

INSTALLATION OF UNIFORM COST-ACCOUNTING

It is not until within comparatively recent years that employers have begun to introduce cost-finding systems into their plants. As late as 1913 the President of the American Association stated that "about twenty per cent. or one-fifth of all manufacturing photo-engravers are operating some sort of cost-finding system."¹⁵ It is perhaps safe to assume that most of the employers having accounting systems are those operating the larger establishments; many of the small employers were employees but a short time previous to becoming proprietors and are not trained in modern business methods.

The Cost Committee of the American Association has made a considerable effort during the past fifteen years to develop and have adopted a uniform cost-accounting system. Within recent years progress has been made in this respect. The committee reported that during 1923 about 105 establishments used cost-accounting; in 1924, about 164 firms; in 1925, about 193; and in 1926, 194.¹⁶ Thus, less than one-fourth of the firms manufacturing about one-third of the value of the product of the industry use cost-accounting methods at present. Much discussion took place on the value of uniform cost-accounting to the industry at the recent annual convention of the American Association. Uniform cost-accounting is a principle ad-

¹⁴ *Ibid.*, page 15.

¹⁵ American Photo-Engravers' Association, *Proceedings of the Annual Convention*, 1913, Report of the President.

¹⁶ *Ibid.*, 1924, 1925, 1926, 1927, Reports of the Cost Committee.

vocated by the Federal Trade Commission.¹⁷ Many articles appear in the *Photo-Engravers' Bulletin* deploring the failure of the firms to use cost-accounting.¹⁸

One of the main obstacles to the introduction of cost-accounting in the industry was the unfavorable attitude of the Photo-Engravers' Union. The workers were at first fearful that the data accumulated in the use of cost-accounting would serve as a check-up on the time workers spent on a plate and by some ingenious method the employers would attempt to speed up and exploit the workers. The First Vice-President of the International Union reported in 1913¹⁹ that "The Convention [of the year previous] adopted a resolution to the effect that the members of our unions should use no system which would reveal the identity of the worker, the reason given for this action at the time being that in some places where efforts had been made to install cost-finding systems, it immediately became plain that it was not the purpose of the employer to find out the cost of the product but that it was his purpose to speed up the members of our organization." He further reported that the New York union, on January 1, 1913, had its workers stop the use of all systems revealing the identity of the workers.

For a time this attitude was universal among employees. Since the time required on each plate varies because the work is of an individual nature, the Cost Committee of the association soon realized the need for the co-operation of the employees and accordingly modified the system.

On the other hand, the union officials soon recognized the importance of a prosperous industry resulting from the application of modern business principles. A prosperous industry makes possible relatively high wages, a short work week, and other improved working conditions, including regularity of employment. Accordingly, in 1913, the officials

¹⁷ *Ibid.*, 1927. The Commissioner of the Association reported that it was evident at recent hearings before the Federal Trade Commission that in photo-engraving "too many employers do not know their own costs."

¹⁸ Lawrence, W. B., "Why Men Do Not Use Cost Systems," *American Photo-Engraver*, Chicago, March, 1928, pages 41-44.

¹⁹ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1913, Report of the First Vice-President.

of the international union and the American Association agreed to co-operate in the installation of a "Simple Cost system having its purpose to find true costs."²⁰ The 1918 annual convention of the International Photo-Engravers' Union went on record to empower its president "to employ an expert to make an investigation and search into the matter and that the employers be urged to do likewise so that a system may be devised to meet with the requirements of the employer, and at the same time, protect our members. And further to recommend that in the meantime the simple cost-finding system be kept in use."²¹ Thus an attitude of opposition changed to one of co-operation.

The Philadelphia local union was hesitant to give its consent openly to the use of cost systems in the city shops. It was not until 1924 that the Agreement Committee of the union agreed with the Labor Committee of the Philadelphia Photo-Engravers' Association to "recommend to the union co-operation upon the assurance that the system would be in no manner used as a check-up or speed-up system upon individual members."²² It is estimated by the local officers of the union and the employers' association that the uniform cost system is at present used by 90 per cent. of the photo-engraving firms in the city of Philadelphia. It is, however, used to a smaller extent by the plants in the jurisdictional cities of the local union.

ADOPTION OF THE STANDARD SCALE PRICE LIST

While the use of a uniform accounting system was being encouraged by the American Photo-Engravers' Association, it was also realized that the selling price of photo-engraved plates must bear some relation to costs to make the industry more stable. Frequently, employers ignorant of their true costs have been selling photo-engravings below the cost of production. Sometimes price-cutting is wilfully resorted to in order to secure business to keep the shop going. Regard-

²⁰ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1914, Report of the President.

²¹ *Ibid.*, 1918, pages 127-128.

²² *Ibid.*, 1924, page 35.

less of the reasons which lead employers to cut prices, price-cutting has been recognized by the association as an undesirable trade practice. A product such as photo-engravings, dependent upon highly skilled labor, and requiring an uncertain time to make individual plates of varying quality, complicates the method of calculating the selling price as well as the cost.

"The square-inch method" was the only one used as the basis for estimating the selling price of plates until recently. Usually, but two prices were quoted in the trade. One was the price per square inch of surface for copper half-tones and the other for zinc line work. The price of any other kind of plate was estimated from the other two by the employer and his customer. The glaring inadequacy of this method was early recognized. In 1899, the editor of the official journal²³ of the American Photo-Engravers' Association stated that "A new scale of measurement and readjustment of prices has been proposed by the committee appointed for that purpose by the National Association of Photo-Engravers. This new scale does not attempt to advance prices but rather to equalize them, and overcome, as far as possible, the present objectionable feature of basing all charges on the number of square inches, face measure contained in each cut. . . . This new scale will be laid before each member in good standing of the National Association, and the earnest consideration of all is invited to it."

The Commissioner of the American Association reported in 1913 that the standard scale had not been put into effect as had been hoped and that "the majority of the photo-engravers did not seem equal to the task of raising the prices of their products in the face of a falling market."²⁴ With the gradual upward swing of prices during the war period and a revision of the scale in 1915, its use became more common. A questionnaire sent to employers in 1917 showed that 85 per cent. of the photo-engraving products

²³ Editorial, *National Journal of Electrotypers and Engravers*, December, 1899, page 158.

²⁴ American Photo-Engravers' Association, *Proceedings of the Annual Convention*, 1913, Report of the Commissioner.

of the country were sold on the basis of the standard scale.²⁵ The Commissioner's report of 1918 raised this estimate to 95 per cent. for the year. The use of the standard scale is not absolute, but it serves largely as a basis for price determination. There is no indication that price-cutting below the standard scale has been or can be eliminated in the trade, but it is thought that the wide use of the scale operates as a tendency to greater stability and uniformity of prices. The scale has been revised several times in recent years to conform to changes in the general price level and changes in the elements of the production costs. The prices quoted on the standard scale are based upon the cost experience of many thousands of plates in different parts of the country.²⁶

Nearly every proprietor of a photo-engraving plant in Philadelphia has the standard scale for black-and-white as well as that for color-work on his desk; yet nearly all admit that much price-cutting exists among the firms in Philadelphia and other cities. The practice consists of granting discounts on the scale prices to the publishers, advertisers, advertising agencies, and syndicates who are the leading customers of the trade. The employers making high quality plates have always regarded price-cutting as pernicious. This opinion was stated in 1899 by the editor of the *National Journal of Electrotypers and Engravers* when he stated that "more than one photo-engraving establishment is plastered with mortgages drawing six or seven per cent. interest. They are usually run by the fellows who make half-tones for ten cents a square-inch."²⁷ At the 1899 convention of the manufacturing photo-engravers, a paper on the evils of price-cutting methods was read. The problem is not a recent one, but has attracted the attention of the trade for a long time. Even today discounts as high as 60 per cent. below the scale prices are recorded.²⁸ It is asserted by men en-

²⁵ *Op. cit.*, 1917, Report of the Commissioner.

²⁶ *Ibid.*, 1924, Report of the Cost Committee.

²⁷ April, 1899.

²⁸ American Photo-Engravers' Association, *Proceedings of the Annual Convention*, 1927, Report of the Commissioner.

gaged in the trade that the small and newly-organized firms resort to price-cutting more than the larger and older shops. The small shops, lacking high grade workers, cannot compete on quality work with the larger and more firmly established plants; hence to ask the same price would drive all trade away from them to the older shops. The larger shops absorb the better workers as heads of departments and branches within the trade by virtue of their ability to pay higher wages to such employees. The presence of the highly-skilled men in key positions has a tremendous effect upon the quality of the work produced within these shops. Better internal inspection and corrections are made before plates are delivered to customers. Moreover, the new concerns just entering the trade resort to large discounts as a means to secure orders and gain a place in the market. Old firms are not innocent in this respect. It appears that employers condemning discounting and using their efforts through the American Association are unable to eliminate the practice of granting discounts from the standard scale price list.

On the other hand, the standard scale is used more today than ever and is quite an improvement over the older system. It exerts an influence toward stabilizing the industry and putting it on a firmer foundation.

"CLAUSE TEN"—THE CO-OPERATIVE EXPERIMENT

The local union No. 5 and the local Photo-Engravers' Club of Chicago incorporated in their agreement, effective April 19, 1915, what has been known as "Clause 10," which runs as follows: "In order that the Union may secure the adoption and carrying out by all photo-engraving concerns in Chicago of the scale of wages herein specified, and have the responsibility of said Club for their observance and performance, the Union hereby requests, and the Club agrees, that the Club will admit to its membership all reputable photo-engraving concerns in Chicago; and in consideration hereof, and of the assumption of responsibility of the Club for any and all violations of said scale of wages of the Club,

the Union agrees that its members will work only for such photo-engraving concerns as are members of the Club, provided that the Club shall not arbitrarily, or for any but good cause, refuse admission or deny retention of membership in the Club.”²⁹

This clause was embodied in many other local agreements. By 1916 about 14 locals³⁰ and in 1917 about 32 locals³¹ had similar provisions in their agreements. The Commissioner of the American Association stated in 1916 that “common sense dictates its adoption elsewhere.”³² In 1918 the President of the American Association made the following comment on Clause Ten: “I hope to see it adopted throughout the country, the Chicago plan of joint conferences between employers and employees. . . . We have put into effect in the great majority of manufacturing photo-engraving plants throughout the United States, a true co-operative method of operating our plants, by which the employee acknowledges and accepts the responsibility of his part to the whole scheme of things.”³³

The International Photo-Engravers’ Union was so enthusiastic over the prospects of a co-operative scheme that it enacted the following provision as part of its general laws: “Whenever in the judgment of the Executive Council any firms or combination of firms are engaged in unfair, unjustified, or unwarranted competition for trade and in selling of engravings, and which may react to the detriment of our members and the best interests of the Photo-Engravers’ Craft, it shall be authorized and it shall be its duty to have such practices stopped, even to the extent of withdrawing our members from employment of such concerns as will persist in such detrimental and ruinous practices.”³⁴ This provision remained in the general laws of the international union until it was repealed at the 1927 annual convention.

²⁹ International Photo-Engravers’ Union, *Proceedings of the Annual Convention*, 1916, page 8. Also cf. *American Photo-Engraver*, Chicago, March, 1928, page 318.

³⁰ International Photo-Engravers’ Union, *Proceedings of the Annual Convention*, 1916, Report of the President, page 9.

³¹ *Ibid.*, 1917, page 38.

³² Report to annual convention, 1916.

³³ Report to annual convention, 1918.

³⁴ *Proceedings of the Annual Convention*, 1919, page 144.

The question naturally arises why both sides were so enthusiastic about Clause Ten. First, the American Association was guaranteed co-operation by the union to eliminate price-cutting by employers and thereby standardize prices and enforce the standard scale as the only basis for charging and billing everywhere. Second, the union hoped to gain from the extension of the union or closed shop over all of the industry and from the enhanced ability of the employers to pay higher wages and grant other concessions. The union, by enforcing Clause Ten, was attempting to make the employers more prosperous by enabling them to charge the full standard scale price and in turn was to be granted higher wages by prosperous employers.

This arrangement is certainly an advanced form of collective bargaining and is mentioned in this chapter because of the effect it tended to have upon the uniform cost-finding system and the standard scale in stabilizing prices.

The Federal Trade Commission began an investigation in March, 1918, to determine whether or not "the employers and employees were using unfair methods of competition in interstate commerce in that they had entered into an alleged conspiracy to regulate, control and suppress competition and to establish and maintain enhanced prices for photo-engraving products throughout the United States."³⁵ Prior to the investigation by the Federal Trade Commission, the New York Trade Press Association had asked an indictment against the New York Photo-Engravers' Club to annul the price-fixing arrangement in operation between the employers and union. In 1918 Judge Mulqueen of the Superior Court of New York dismissed the case as not coming under the Donnelly Anti-Trust Act. Further litigation was instituted in 1921 when the Donnelly Act was amended. The court ordered the agreement annulled in 1922. This decision applied only to New York State.³⁶

Clause Ten, during these litigation proceedings, lost popularity. It was reported in 1924 that the clause was

³⁵ *Ibid.*, 1927, page 32.

³⁶ *Ibid.*, 1918, pages 21-26; cf. also *People vs. Epstein*; 102, *New York Miscellaneous* pp. 476-496.

practically extinct in local agreements.³⁷ The Philadelphia local agreement contained a clause similar to the one quoted above from 1919 to the end of 1927. Since the local union was successful in extending the closed shop over the city of Philadelphia before the clause was embodied in the agreement, there was little reason to enforce it except against price-cutting. No cases are on record where the clause was evoked against an employer.

The recommendation made public by the Federal Trade Commission in January, 1928, gave notice to employers to desist from further use of the standard scale as a means of lessening competition in the prices of photo-engravings, and from agreeing with each other to charge a rate or minimum rate of prices for engravings. Clause Ten must not be used by employers in such a way that the union might bring pressure on employers, by strike or threat to withdraw employees, to lessen or prevent competition. Clause Ten and the standard scale may not be used as a price-fixing device.³⁸ It remains to be seen what effect the decision will have on increasing competition among employers in the trade.

SUMMARY

Before considering the procedure and arrangements of collective bargaining, it appears desirable to summarize the activities of the union and the employers' associations. It was noted that the union possesses a strong internal administrative system, highly disciplined and thoroughly organized. Fundamentally, the photo-engravers have been placed in a strategic position because of certain economic factors in the industry—the dependence upon skilled labor, long apprenticeship and a rising market. The accomplishments of the union by virtue of these conditions will be considered hereinafter. The employers through their organizations have attempted to improve trade conditions and

³⁷ American Photo-Engravers' Association, *Proceedings of the Annual Convention*, 1924, Report of the President.

³⁸ *American Photo-Engraver*, Chicago, March, 1928, pages 340-343. All of the decision is reprinted in this issue, pages 314-343.

strengthen their bargaining position with labor. They have been instrumental in spreading the use of uniform cost accounting and in attempting to stabilize industrial conditions. The attitude taken toward organized labor by the Employing Association (open shop) is directly opposite to that of the employers in the American Association (closed shop). The Employing Association comes out openly against dealing with the union, opposes the 44-hour week, ignores the apprenticeship regulations in force in closed shops. The American Association, through its local organizations, deals with the union, although it assumes no official attitude towards labor. Most of the employers in the craft are under agreement with the union. Many of these have made agreements only on the basis of necessity and expediency. Many employers enter local associations as a means of defense against the overwhelming bargaining strength of their employees. In other cases, employers are satisfied with conditions and are willing to grant further improvements and concessions to labor as long as they can increase prices accordingly without causing any harm to the industry.

CHAPTER V

FORMULATION OF LOCAL AGREEMENTS

METHOD AND PROCEDURE

The goal of successful negotiations is the making of agreements—the most important feature of collective bargaining. Before an evaluation of any bargaining process is in order, it is essential to explain the method followed and the arrangements existing as the mechanism through which bargaining functions.

The commercial agreements in Philadelphia are made by the local union and the Manufacturing Photo-Engravers' Association of Philadelphia. Both of these organizations are members of the national and international organizations mentioned in Chapters III and IV. The freedom possessed by each of the local associations to conduct negotiations and conclude agreements is of prime importance. The American Photo-Engravers Association grants to the local associations and firm members the authority to make agreements with labor as they find it desirable.¹ Autonomy on the part of the local associations and firms in the making of agreements has been the policy of the American Association. Although the American Association will negotiate and conclude agreements with the union for member firms if such firms or local associations grant authority

¹The control of the American Association over the Manufacturing Association of Philadelphia and other local associations is set forth in Article XI of the constitution. "Section 1. The American Photo-Engravers Association, through its officers, shall tender advice and make recommendations on industrial matters for the benefit of the members whenever in the opinion of said officers, it is deemed advisable or necessary to do so. Active assistance and participation shall only occur in response to requests from individual members, local or sectional organizations. Section 2. The American Photo-Engravers Association has no power to make contracts, or agreements with labor organizations binding upon its members in any way, manner, or form, unless such powers are specifically granted by the members affected, and in that event, agreements or contracts made by the American Photo-Engravers Association through its properly accredited officers, shall be binding only upon those members who shall have granted such powers, either as individuals or by a majority vote of their local or sectional organizations of which they are members."

to do so, the Philadelphia employers or the Manufacturing Association of Philadelphia has never granted such authority to the American Association. On several occasions, the national officers have been called upon to participate in the negotiations in Philadelphia.

The International Photo-Engravers' Union has an entirely different arrangement in effect regarding authority to negotiate agreements. In this organization the power to conclude agreements rests with the international union and flows from it to the local unions, according to constitutional provisions. Consequently, the policy of the international office exerts a tremendous influence upon the conduct of negotiations, with a tendency toward uniformity of conditions from local to local. The constitution and general laws of the International Photo-Engravers' Union provide² that before any union or member may enter negotiations with any employer or employers for the purpose of making any agreement or contract affecting the interests of the international union, a local union, or the person himself, such a person must first obtain the sanction of the Executive Council of the international. The next step in the prescribed channel of procedure is the submission to the international secretary of a statement containing the facts and proposals which the negotiators are striving to have embodied in the agreement. The international officers may then aid or even direct the negotiations if it seems advisable, or may stop them altogether. A local agreement cannot be binding upon union workers until it has been ratified by the Executive Council of the international union.³

The international constitution and general laws circumscribe the action which the Philadelphia local union may take in the negotiation of agreements in four ways. First, sanction to open negotiations must be obtained and the

² Cf. sections 38-45 of the general laws for rules on contracts and agreements, Appendix A.

³ Section 44 of the general laws provides that "upon the completion of any contract or agreement entered into, a true and correct copy of the same must be sent to the International Secretary, in the shape of one copy for each member of the Executive Council, and such contract or agreement shall not become binding on any member until sanctioned by the Executive Council."

persons conducting the negotiations must qualify.⁴ Second, approval of the matter to be proposed in the negotiations must be secured. Third, ratification of the agreement by the Executive Council is necessary before it becomes effective. Fourth, the local unions may negotiate only certain matters stated in section 39 of the constitution and general laws.⁵ The Executive Council is not bound absolutely to reject an agreement not conforming to the general laws of the international. "For the best interests of the union," approval has sometimes been given to local agreements which somewhat transgress the letter of the law. The above-mentioned stipulations⁶ apply to all agreements, whether in the commercial or newspaper field.

The procedure of formulating commercial agreements in Philadelphia begins with the selection of committees by the union and the association. The Labor Committee of the Manufacturing Association is a standing committee appointed by the president. It has "charge of all labor relations of the Association." Its authority in this respect is final. The Agreement Committee of the union is appointed by the president only as occasion demands. The action of the Agreement Committee or the agreement formulated is not binding unless ratified by a majority vote of the members of the local union present at the meeting considering the agreement and by the Executive Council of the international union.

Since the Manufacturing Association of Philadelphia in-

⁴ The Agreement Committees appointed by the president of the Philadelphia local have always been acceptable to the Executive Council.

⁵ Section 39 provides as follows: "Subordinate unions shall have the right to enter into agreement with the employers of their respective cities. The object and condition of such an agreement shall have for their purpose only the following:

- (1) The regulation of the apprenticeship system.
- (2) Uniform working hours, not to exceed forty-four hours per week.
- (3) The adoption of a minimum wage scale.
- (4) Securing the use of the I. P. E. U. label on all engravings by inserting a clause in agreements negotiated conceding this right.
- (5) The encouragement of a good and harmonious feeling and profitable relations with local employers."

⁶ Additional details regarding agreements as specified in various sections of the general laws, constitution and in resolutions adopted by the annual conventions exist, but are in the nature of recommendations to guide the local negotiators as well as the Executive Council in accepting, altering or rejecting agreements coming up for ratification.

cludes in its membership only 19 of the 41 commercial shops in the area of local union No. 7, they are the only ones represented by the Labor Committee of the local association. Seventeen of the 19 firm-members are located in Philadelphia. Membership is restricted to Pennsylvania firms to avoid making the negotiations an interstate transaction.⁷ The firms located in the jurisdictional cities in New Jersey, Delaware and Pennsylvania are not represented by the Labor Committee, but have the privilege of sending representatives to sit in the negotiations. This they seldom do, although an invitation is extended. After the agreement is completed, the business manager of local No. 7 sends or carries copies of the agreement to the proprietors in the jurisdictional cities for individual approval or rejection. Individual understandings may be made as occasion demands, but usually the employers accept the agreement as drawn up by both committees. The last agreement made has been subscribed to by 34 commercial shops.

The Agreement Committee of the union makes a separate agreement with the newspaper photo-engraving firms. Since the American Newspaper Publishers' Association has no local organizations and allows the member firms perfect freedom to negotiate with the union,⁸ the six newspaper plants within the local area under union shop conditions negotiate collectively with the union. The usual procedure in the past has been for the three city newspaper photo-engraving firms to send representatives to meet in conference with the Agreement Committee of the union. The other firms in jurisdictional cities are small and usually accept without reservations the agreement formulated. However, the union invites all the newspaper photo-engraving firms within the area to send representatives to the parleys.

Negotiations begin several weeks or months before the existing agreement expires. Should no new agreement be

⁷ Cf. Chapter IV, page 55.

⁸ Cf. Chapter IV, page 59.

formulated before the old one expires, the latter remains in force until replaced. Provision is made for yearly renewals. The last newspaper agreement contains the following clause: "This agreement shall be in effect for three years, from the first day of June, 1928, to the thirty-first day of May, 1931, and is to continue in effect from year to year thereafter, subject to the following conditions: If either party desires any change made they shall serve notice to that effect at least thirty days before the expiration of this agreement or before the expiration of any of its yearly renewals." Similar provisions are found in the past newspaper agreements. The commercial agreement consummated January 1, 1928, provides in regard to renewals as follows: "Should either party at the expiration of this agreement desire changes or alterations therein, a written notice to this effect shall be served upon the other party not less than sixty (60) days prior thereto, otherwise this agreement shall continue from year to year in full force and effect provided, however, the same may be terminated at the close of any year upon sixty (60) days' notice in writing."

The Philadelphia local makes no separate agreement with gravure plants. The policy throughout the locals regarding agreements with establishments doing gravure work varies, but the following procedure is usually followed.⁹ When a newspaper plant does gravure work, the latter comes under the newspaper agreement with the local, and whenever the proprietor of a commercial establishment operates a gravure department, the latter follows the provisions of the commercial agreement. However, a separate and distinct gravure agreement is made when the establishment is solely a gravure plant. Philadelphia has one newspaper gravure plant and one commercial gravure shop. The respective agreements apply.

In case the respective committees fail to conclude an agreement and a deadlock results, the procedure to effect

⁹ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1924, page 40.

an agreement is subject to the desires of the parties involved. The old agreement continues in effect until another replaces it. The element of compromise in almost all cases of making new agreements has been successful in breaking a deadlock. In only two instances has a deadlock led to stoppage of work. These will be discussed in Chapter VI.¹⁰ No standing provision exists to govern the procedure in case of deadlock. The national and international officers are frequently called in to aid in the negotiations when difficult situations arise.

A BRIEF HISTORY OF THE PROVISIONS IN THE AGREEMENTS

Next after the method of making agreements, it is opportune to consider the history of the provisions embodied in the agreements, for what has been accomplished in the negotiations will thus appear in definite form.

Since no written record remains of the agreements concluded earlier than 1913, the understandings arrived at in them can only be summarized. The principal issues were wages, hours, and the system of apprenticeship. These agreements fixed the minimum weekly wage for journeymen doing day or night work and for apprentices and the rates for overtime and holiday work. Beginning in 1898 at from \$15 to \$18, the scale for journeyman day-workers was gradually raised to from \$20 to \$23 in 1913. Newspaper minimum rates were still higher. Wages were always the paramount issue; every new agreement changed the minimum rates. The number of hours constituting the work week for the day and the night forces, the daily schedule of hours, and overtime work and the observance of holidays were also regulated. Up to 1913, the week consisted of 48 hours for the day shift and 42 hours for the night shift in commercial plants and 48 hours for both in newspaper plants. The five-year apprenticeship was stipulated in all agreements made during this period. Up to 1905, the ratio of apprentices to the total number of journeymen

¹⁰ Cf. pages 114-115.

men in the shop was one to four or two to seven, except in newspaper plants, where it was one to seven.

As the provisions of the agreements made since 1913 have been recorded, the changes incorporated in them during negotiations can be studied in greater detail. The following table lists the eleven agreements, four of them renewals, signed since 1913, the term during which they were in force, and their length of life.

TABLE XV
DATE OF EFFECTIVENESS, TERMINATION AND LENGTH OF TERM
OF COMMERCIAL PHOTO-ENGRAVING AGREEMENTS
IN PHILADELPHIA—1913-1928.

Source: Philadelphia commercial agreements

Date of Effectiveness	Date of Expiration	Length of Life
May 1, 1913	Apr. 31, 1914	One year
May 1, 1914	Apr. 31, 1915	One year
May 1, 1915	Apr. 31, 1916	One year
May 1, 1916	Apr. 31, 1919	Three years
May 1, 1919	Apr. 31, 1920	One year
May 1, 1920	Dec. 31, 1920	Eight months
Jan. 1, 1921	Dec. 31, 1921	One year
Jan. 1, 1922	Dec. 31, 1923	Two years
Jan. 1, 1924	Dec. 31, 1925	Two years
Jan. 1, 1926	Dec. 31, 1927	Two years
Jan. 1, 1928	Dec. 31, 1928	One year

To trace the history of the provisions in the agreement, a comparison will be made of the 1928 agreement with the others, article by article.

Article I, which has appeared regularly since 1913, consists of a preamble and a promise to observe the agreement. Article II, inserted in 1922 on the insistence of the employers, forbids the union to discriminate in favor of the union co-operative shops. The first section of Article III, which dates from 1922, binds the employers to hire only union men; the second and third sections (1916, 1919) require the I. P. E. U. label to be placed on all plates free of charge. Article I, section 1, since 1919, has required the union, at the employer's request, to supply a satisfactory worker within forty-eight hours; upon its failure to do so,

the employer may hire another, but this workman must be paid at least the minimum rate and must apply for membership in the union within thirty days. Before 1919, the time stipulated was one week and three months. In 1928 a definition of the word "satisfactory," aimed at the employers' "gentlemen's agreement,"¹¹ was added. Section 2 (1916) requires that all photo-engraving and kindred processes must be done by members of the union. Article V fixes the scale of wages; a history of these provisions will be found in Chapter VIII.¹² Section 1 of Article VI limits the week's work and fixes the working hours. In 1920 the week was shortened from 48 to 44 hours. The second section (1913) requires one week's notice to be given either employer or employee upon quitting or discharge. Section 3 refers to temporary workmen (1920). Section 4 (1913) makes the working schedule uniform throughout the shop. Section 5 defines night work and fixes the additional rate to be paid night-workers. It dates from 1916, when the 40-hour week for night work was agreed on. The rate differential was \$2.50 from 1913 to 1916, \$5 from 1916 to 1924, and since 1924 has been \$10.

Article VII (1919) regulates the reduction of the working schedule by the employer. Article VIII defines overtime work and fixes the rate of pay. Since 1913 time and one-half has been paid for the first three consecutive hours of continuous work, and double time thereafter, but on Sundays and certain holidays, double time has been paid from the start. Since 1916, double time must be paid on Saturdays after quitting time as well. Between 1919 and 1922, overtime in excess of eight hours in a single week was forbidden, except by consent of the union, and an employee who worked on a holiday had to be paid for eight hours of overtime no matter how short a time he worked. Article IX, which has not been changed since 1922, governs shop practices.

Article X deals with apprentices. It has undergone

¹¹ Cf. Chapter VIII, pages 138-139.

¹² Cf. Chapter VIII, pages 144-146.

various changes. The age limits have been changed several times, and the ratio of apprentices to journeymen was lowered in 1916. Since 1916 a medical examination has been required. A provision that a journeyman must be employed in every department where an apprentice works was added in 1924. Employers have been required, since 1916, to lay off apprentices as well as journeymen in slack seasons in order to preserve the ratio. Since 1916, apprentices have been allowed to work overtime only when a competent journeyman cannot be obtained. Changes in the minimum scale of wages are tabulated in Table XVIII.¹³ In 1916 a provision that all apprentices must be given adequate opportunities to learn the trade was added, and in 1928 another stipulating that the employers shall co-operate with the union in finding work for unemployed apprentices.

Article XI, since 1916, has provided for a body representing both the employers and the union to adjust disputes concerning the agreement. From 1916 to 1920, it consisted of four representatives from each side and was called the Joint Standing Committee; since 1920, it has had ten members and been called the Joint Industrial Council.¹⁴ From 1913 to 1916, this article contained the following provision, the only genuine arbitration clause in any Philadelphia commercial agreement:

“That any further disputes that may arise, not covered by this agreement, shall be submitted to an Arbitration Committee consisting of two from each party to this agreement, and if the Committee shall fail to agree, then said committee of four members shall choose a fifth member, who shall be a disinterested party. Said fifth member shall be chosen by said four members within three days of their failure to agree. Said Committee of five shall render its decision within three weeks from the time of the appointment of the fifth member. The decision of a majority of such committee shall be final and conclusive upon both parties. During the time of said arbitration no strike or

¹³ Page 144.

¹⁴ Cf. Chapter VII, pages 121-122.

lock-outs shall be engaged in by either party to this agreement."

Article XII, which has not been altered essentially since 1913, defines the term of the agreement and the method of renewal or replacement. From 1916 to 1927, inclusive, Clause Ten, as described in Chapter IV, was included in all agreements.¹⁵

The records of the agreements between the local union and the "newspaper publishers of the city of Philadelphia employing photo-engravers who operate newspaper forces" go back to 1913. These agreements have always run from June 1 to May 31. Most of them were made for one year; those made in 1922, 1924, and 1926 were for two years, and the latest (1928) is to run three years. These agreements are brief and few changes, except in wages, have been made since 1913. They differ from the commercial agreements chiefly in fixing higher wages and a 48-hour week for both day and night shifts and in limiting the number of apprentices more strictly. Before June 1925, no apprentices were employed in any newspaper plant. By the 1926 agreement, the ratio was fixed at one to fifteen, with a maximum of two apprentices to a shop, neither of whom may work on the night shift. Newspaper plants were further forbidden to indenture an apprentice when an unemployed competent journeyman could be found.

From this outline of the history of the agreements, it is evident that they change little from year to year, except as wages are raised or working hours reduced. No radical change has been made in the form of agreement; it has been altered part by part only. The negotiation of a new agreement, being merely a matter of slightly modifying the old, is therefore simplified.

MAJOR ISSUES RAISED DURING NEGOTIATIONS

When the agreement committees of the employers and the union meet to formulate new commercial and newspaper agreements, discussions take place involving the various

¹⁵ Cf. Chapter IV, pages 65-68.

features of the contracts and proposals. It is interesting to note what arguments the respective parties advance in support of their demands and proposals. Since much of the agreement is the result of bargaining and compromising, these issues bear examination. While resort is had to bargaining, it should be remembered that the union possesses the balance of power in collective bargaining in photo-engraving. Results have shown that the union can forcefully press its demands. As will be indicated in Chapter VIII, the training and skill required of the workers, together with the union shop and control over the labor supply, gives the union much of its strength.¹⁶ A statement made by a representative of the employers illustrates that point. "A good many agreements are reached and were reached in the past largely because of the strength of the organization, when the employers felt that they could not afford to have a strike."¹⁷ A consideration of the issues arising during negotiations is in order at this point.

The arguments most frequently heard in the meetings of the agreement committees refer to economic conditions in the photo-engraving industry, what the men in other printing trades receive, what the agreements in other locals provide for, comparison of the skill required in photo-engraving with that required in other crafts, the cost of living, and the health hazards of the industry.¹⁸ Generally, the issues arise over wages, hours, the apprenticeship system, the right to hire and discharge, the schedule of work, and other shop practices. In some negotiations, consideration has been centered mainly upon one or two proposals; at other times many issues have come up together. Two of these matters are reserved for separate discussion—the question of skill and the apprenticeship requirements.

Economic conditions in the industry have been used in recent years as an argument by both sides. During 1919

¹⁶ Cf. pages 127-131.

¹⁷ Flader, Louis, Commissioner of the American Photo-Engravers Association, Hearings in the 1921 Arbitration Case, Philadelphia, March, 17-18, 1921.

¹⁸ Information has been received in interviews with local employers and members of the union who have served on the agreement committees, except where indicated otherwise.

and 1920, when the general swing of prices was upward, the union representatives used the argument effectively for wage increases and reduction of hours, although other considerations entered in. When the industry is prosperous, the employees argue that it can afford to grant concessions and share profits.¹⁹ When prices for photo-engravings receded in 1921, the employers replied to requests for wage increases by saying that the industry was hit by the general depression. Recently, the employees have again used the condition of the industry as an argument for advances in wage rates and other concessions. The usual reply of the employers is that the industry can bear no more leveling up of wages. Increases in wages can only be granted out of profits, from increases in prices, from greater economy in operating the plants, or all of these sources combined. Too great a curtailment in profits is undesirable for the industry, while increasing the prices, the employers maintain, will reduce the volume of sales. The union committee usually replies that the firms can practice economy by reducing overhead expenses. This argument is very frequently heard in the negotiations.

What the men in other printing trades get is frequently cited. The photo-engravers have been among the best paid workers in the printing crafts. Whenever the wages or hours of the other crafts approach those of the photo-engravers, the latter regard them as reasons for asking further concessions. Reference is usually made to the electrotypers, who use less skill than the photo-engravers, yet have a comparatively high minimum wage scale.

What the photo-engravers receive in other cities was the basis for the Philadelphia increase in 1920. It was agreed that the average wage actually paid in the ten largest locals (Boston and Cincinnati excepted) should be the basis for a general increase in Philadelphia, which was found to be \$9.00 per week. The employers did not accept the arrangement in 1921, but the argument was used in the hear-

¹⁹ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1919, Report of the President.

ings of the arbitration case of that year.²⁰ Reference has been made in recent negotiations to the New York rates, which are a few dollars above those of Philadelphia. The employers reply that New York is a better market because higher sales prices prevail than in Philadelphia.

The degree of skill and long period of training needed in photo-engraving is advanced by the representatives of the union as a reason for concessions. This will be reserved for separate treatment in this chapter.

The cost of living receives surprisingly little attention in local negotiations. In 1919 the International President urged the locals to have their wages increased in proportion to the rise in cost of living.²¹ When prices declined in 1921, both sides agreed in the local arbitration proceedings not to use the cost of living argument and it has seldom been mentioned in other negotiations.

Health hazards as an argument for wage increases, are only vaguely referred to, but have been effectively used in reducing hours for night work and overtime, as well as in having provisions for sanitary conditions embodied in the agreements.

NATURE OF THE WORK AND SKILL REQUIRED²²

At this point special attention will be given to the work performed by photo-engravers in order to understand the importance of skill and experience in the industry. This discussion must necessarily be brief, but the problems of the workers will be emphasized. The steps through which photo-engraved products pass are essentially the same for the shops in this area which employ from one or two workers and for the largest plant of about one hundred workers. In the smaller shops, the union grants permission to the

²⁰ Cf. Chapter VII, page 124.

²¹ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1919, Report of the President.

²² This section is based upon observations made in many of the photo-engraving shops in the Philadelphia area. The following books have been helpful: Bevan, John R., *30 Minutes with a Photo-Engraver*, Philadelphia, 1927; Groesbeck, H. A., *Process and Practice of Photo-Engraving*, New York, 1924; Horgan, S. H., *Photo-Engraving Primer*, Boston, 1920; Schraubstadter, Carl, *Photo-Engraving, A Practical Treatise*, St. Louis, 1892.

employees to work in several branches, but ordinarily a worker is confined to one branch.²³

The operations involved in making, first, a half-tone in black-and-white, second, a line or zinc plate and a set of half-tone color process plates, and, third, plates involving special processes, such as the Ben Day, will here be explained. The steps through which a half-tone in black-and-white passes in going through the plant are as follows: first, making the negative; second, stripping the negative; third, printing on metal; fourth, etching; fifth, finishing; sixth, routing; and seventh, proofing.

Making the negative involves first, the preparation of a film on a glass plate; second, photographing the copy to be reproduced; and, third, developing the negative film. The film is prepared in a dark room by the use of iodized collodion flowed on the plate after the latter has been albumenized. The collodion must be spread evenly on the plate. The elimination of all wrinkles and waves requires experience. The film is then made sensitive to light by treating it in a silver bath composed of silver nitrate and nitric acid. The sensitized plate is then placed in a plate holder ready for the camera. Photographing the copy involves placing the picture, drawing, or design to be engraved on the copyboard before the camera, focussing the camera to make the reproduction of the proper size, placing the plate-holder containing the sensitized plate in the rear of the camera, putting a half-tone screen in the camera in front of the plate, and exposing the plate for the proper length of time by uncovering the lens. The greatest skill is required in making the correct exposure, combined with the choice of the appropriate stops or lens openings. Lighting is also important in the making of a perfect negative. The negative is then developed in the dark room, where the plate is removed from the plate holder and treated with a developer composed of iron sulphate, acetic acid, and alcohol. Such portions of the film, representing shadows, which still remain light-sensitive are now dissolved out by a solu-

²³ Commercial agreement, Appendix B.

tion of potassium cyanide. This leaves a negative composed of a light-insensitive metallic image which may now be further strengthened by the application of a copper sulphate and a potassium bromide solution. This is known as intensification and is the most delicate operation in making the negative. The negative is then blackened with a solution of silver nitrate, washed well, and after drying, is ready for stripping.

In making half-tone negatives, experience, knowledge of the chemicals applied, familiarity with the properties of light, and adequate knowledge of the operation of a camera are important qualifications. Probably the most important of all is the possession of an artistic inclination to develop the half-tone dots on the negative properly. However, since no two copies or films are exactly alike, the element of judgment enters at all times and much experience is required to make a negative.

The second operation is stripping the negative. After the film is developed and dried, it is given to the stripper, who flows a rubber solution over the film to give it greater body and strength. A sharp knife is used to cut or "square" the film. It is then loosened by immersion in acetic acid, "stripped" from the glass plate, and placed on a larger and thicker plate of glass having other negatives on it. The "flat" is then ready for printing on metal. It is to be noted that the worker need not be of exceptional skill to perform this operation successfully unless several negatives are combined to form one picture. Then complex curves and sharp angles are encountered which require a skillful and steady hand.

Printing on metal begins by taking the "flat" containing a number of negatives and placing it over a copper plate in a printing frame. The copper plate is made sensitive to light on its polished side by applying a special kind of glue to which is added bichromate of ammonia and albumen. The plate is dried by exposure to artificial heat while it is rotated to free it from waves. When the sensitized copper plate and negative flat are placed in the printing frame,

they come in contact in such position that the rays from a strong electric arc light will first pass through the negatives before striking the sensitized copper plate. Up to this point the solution on the plate is soluble in water, but the action of light makes it insoluble except in those places directly behind the image on the negative film. When the light passes through the transparent parts of the negative, the ammonia is released and the chromatized glue becomes insoluble. The plate is then removed from the printing frame and washed in running water. The insoluble half-tone dots remain fixed on the plate. Heat is applied to make the glue hard and impervious to acids used in the next operation. The essential characteristics of a metal printer are knowledge of the action of the chemicals used in this operation and exercise of judgment in determining the length of time the sensitized copper plate must be exposed to the strong artificial light. No two films or pictures are exactly alike. The metal printer should also possess artistic ability to make a faithful reproduction of the image upon the copper plate.

Etching is the fourth major step mentioned above. The copper plate is cut into as many parts as there are pictures on it by means of a buzz saw. The half-tone etcher touches up the printed plate and places it in an acid etching machine or merely immerses it in a solution of chloride of iron. During flat etching, this solution corrodes and etches in the parts of the metal exposed, while the protected dots remain in relief. It is important for the etcher to know how long the plate must remain in the solution of iron to insure good printing depth in the shadows and middle-tones; "about one and one-half thousands of an inch" is the required depth. It is removed, dried, and rubbed with powdered carbonate of magnesia to aid in the re-etching. Re-etching consists of covering the tones of the picture which have their proper value with an acid resist of asphaltum. The plate is then covered with a solution of chloride of iron. The printing area of the dots is reduced to the proper size. This

hand operation is repeated until the re-etcher believes he has accomplished a faithful duplicate of the original copy.

During flat etching the operator has with care and judgment utilized the action of chemicals. The quality of his judgment depends upon his knowledge of and experience with the action of the chemicals. The process may be called chemico-mechanical. During re-etching, dexterity and artistic ability are the most important factors. The plate must be touched up so that the sizes of the dots will print the picture correctly. The dots in the shadows, middle-tones, and high-lights must have the proper tone value. Frequent use is made of a magnifying glass to examine the construction of the dots.

After re-etching or fine etching is completed, the plate is given to the finisher, who uses tools to remove all spots where the picture requires pure whites. White lettering is cut out. The plates are outlined as desired into square, round or oval shapes or are silhouetted. To do this the finisher uses tools. Sometimes lines are cut around the plate. The finisher indicates what parts of the plate are to be cut away entirely. In this operation a steady hand is essential to manipulate the engraver's tools.

The sixth operation is routing. This consists of operating a routing machine upon which is mounted a high-speed rotating tool to cut away parts of the plate indicated by the finisher. The cutter, making about 20,000 revolutions per minute, is guided on two extended arms. Great care and skill are necessary in guiding the tool in and around the images. Only one slip on the part of the operator is required to cut away an essential part of the engraving and to ruin the plate. This operation is sometimes called milling and is more mechanical than any of the other operations described up to this point. The plate is next returned to the finisher, who completes the trimming. When this is done, the plate is ready to be proved.

The last step through which the plate passes before it is delivered to the customer is proofing. The purpose is in-

ternal inspection to determine whether the prints from the plate resemble the original copy sufficiently. Frequently, this first proof discloses that still more manipulation would improve the plate. It may be returned to the re-etcher for more fine etching. Additional finishing may also be necessary. A second proofing may reveal some more imperfections. The process is repeated until the plate is pronounced complete. The proofing is usually done on a hand press resembling the kind Franklin used. The more up-to-date concerns use power presses. The proofer must have a fine artistic sense in order to determine when the plate is finished properly and ready for delivery.

It is thus seen that a half-tone in the making is handled by seven different artisans: the photographer, stripper, printer, etcher, finisher, router and proofer. Each branch is a separate trade. The element of judgment is required in all. Skill based on ability and experience is essential to produce work of a high quality.

Briefly, it should be mentioned that line etchings are easier to make than half-tones because they require no screen in photographing. Line etchings are made in solid masses of black and white; the function of the half-tone screen is to break up the picture into dots which give the picture a softer effect. The graduations between solids result from the size of the printing area of the dots. In the high lights the dots are almost absent. In the shadows they are almost full and they are of various sizes in the middle-tones. The presence of the dots makes the half-tone complicated and delicate. The number of dots to the inch varies from fifty to four hundred. Their absence in line etchings makes for coarser work. The line films are developed and stripped in about the same way as half-tone negatives except that the work is more simple. The print is usually made on zinc instead of copper and only flat etching is required. Usually a series of four flat etchings is sufficient to obtain the required depth. Different chemicals are used in printing on and etching the zinc. The experience

and skill required to make line plates is not so great as that needed to produce the more exacting half-tones.

The color process work goes through the same steps as black-and-white half-tones. The essential difference consists of making four plates (if the four-color process is used) each reproducing a primary color and black. Thus, four negatives are made in the photographing department. By the use of color filter representing secondary colors, the various shades of the corresponding primary colors are reproduced by each of the negatives. Thus, a series of four half-tone plates is made. When the proofing is done, each plate is inked with one of the three primary colors and the fourth with black. The four plates print on the same paper and when the four impressions are made the colored copy originally photographed is reproduced. It is not necessary here to go into detail regarding the refinements of the process. In the making of color plates, far more skill and experience is required than in making black-and-white half-tones.

Ben Day plates are made by taking a line plate before it is etched and placing it in a Ben Day machine to shade certain parts of the plate. Sometimes a portion of the plate is to be emphasized, or a background is to be shaded, or perhaps the picture of a landscape is to be improved by shading the foliage. In fact, "the uses of Ben Day are countless." Many are the wonders performed by the Ben Day artist, who is among the best paid artisans in photo-engraving. He must be essentially an artist.

Rotogravure as was mentioned in Chapter I²⁴, is quite different in most respects from photo-engraving. The plate consists of a large copper cylinder upon which are engraved three pages of the brown section of Sunday newspapers. Since only two plants are doing this work in Philadelphia, no further attention need be given to the process except to state that the quality of workmanship is as great as that required in making color process plates.

²⁴ Cf. pages 1-2. Also glossary.

THE PROBLEM OF TRAINING APPRENTICES

One of the chief issues raised during negotiations remains to be explained. This task was postponed until the nature of the work was described and the requirements of the workers pointed out. The problem of training properly an adequate number of new workers raises the whole question of the apprentice system and the control of the labor supply. The purpose of this section is to discuss methods used in training apprentices.

The union professes a great interest in the proper training of the apprentices. This is exemplified by the establishment of evening schools for apprentices and by the provision in the local agreements which insists that an apprentice be given every opportunity to learn the trade. Confining an apprentice to one branch of the trade, according to the union, is helpful in improving the quality of the product. It is well to note that the Photo-Engravers' Union insists on specialization while most labor leaders condemn it. The employers assert that the prohibition to shift workers to other branches results in greater stringency in the labor supply.

Many employers question the necessity of a five-year period to learn the trade. They maintain that some apprentices do not require that much time to become sufficiently proficient and that the time required is not the same in all branches. It is pertinent to quote from replies to a questionnaire sent by the writer to some of the leading open shop employers located in various cities:

"It is simply custom and again we've never been able to define just what apprenticeship is in an open shop. The apprenticeship under the old Guild methods was a sound one, but the apprenticeship under Union conditions is not upon that plan. If a boy had served his apprenticeship when he reaches a certain wage level we've found that three years is ample time, providing the young fellow had the right foundation when he started to serve his apprentice-

ship. Again, some fellows never reach an average wage level of the skilled craftsman in that industry.”²⁵

Another states: “I have men in all departments of photo-engraving including four-color process work, that at the end of four years are proficient workmen. In the machine room, on the operations of routing and blocking, six months is sufficient time to make a good man, and in a year’s time the right kind of a man will become proficient. In the gallery, in one year’s time a good, intelligent young man will be making first class line negatives, and in two years’ time, first class half-tone negatives. In the printing on metal department, one year is sufficient time for training a man. In the etching department, for deep etching, only six months is required and for re-etching it takes a longer period of time, namely, from two to four years. In the three- and four-color work, a man that does not become efficient under good training in four years’ time never will be any good for that department. In the finishing department it takes three or four years to train a young man in handling a tool, that is for making him well qualified for handling all kinds of tool work. In the proofing or proof reading the plates, one or two years are sufficient on black-and-white work. Color work requires more time, and another year or so is sufficient for this work.”²⁶

A third open shop employer has this to say about the five-year period: “Generally speaking, a five-year period is not required in this industry. This does not mean that years of experience do not make more proficient journeymen in some of the branches. I have seen an intelligent young man under intensive training become as proficient a ‘black-and-white’ photographer as the ‘average’ journeyman in less than one year. I do not believe that there is any department in the business where an intelligent young man with proper instructions and training cannot become proficient in two

²⁵ Quoted from letter to the writer by a leading employer of Detroit, dated August 1, 1927.

²⁶ Letter from a Boston open shop employer, dated August 29, 1927.

years. I am comparing such man with the average journeyman."²⁷

The method of selecting apprentices has been questioned at times. The practice in Philadelphia and in many other cities has been to allow the employer to select his apprentices, subject to certain limitations, such as the ratio, the age limits and the medical examination. Because the age limit is set at 16 to 25 in the local agreement and also in the international constitution, boys must be hired. The employers usually have boys performing errands and doing work of the simplest kind about the shop and office. The understanding with these boys is that the boy longest employed will have the opportunity to become apprenticed when the next opening occurs. The employers assert that by first putting these boys to work around the shop, they are given an opportunity to observe the boys and the boys at the same time can look over photo-engraving work. It seems that many boys have been apprenticed without regard to their artistic ability or other essential qualifications. The union and many employers admit this fact. By the establishment of night courses in Philadelphia for all apprentices in the first and second years, the quality of the future journeymen will be improved.

Regarding the selection of apprentices, an employer previously quoted has this to say: "The difficulty with the apprenticeship system as it has been practiced is that a boy is taken into a shop, does the dirty work for a period of five years and is given more or less intensive instruction by journeymen for about six months. This applies to the Union system. In the Open Shop, perhaps, more care is used in the selection of apprentices. Older men are picked as a rule. They are given an intensive training and, as a rule, they reach the average efficiency of the journeyman in a very short time."²⁸

It is well to quote the experience of another open shop employer in selecting and training apprentices. "The whole

²⁷ Letter from a St. Paul, Minnesota, employer, August 26, 1927.

²⁸ St. Paul employer, as above.

secret in picking apprentices is not to take the first fellow that comes along. In an open shop it isn't always essential to pick young boys. Frequently the mature man can be made quickly into a skilled workman. I've seen barbers made into the best strippers and printers. They had the touch and feeling in their hands. Cub artists who wouldn't have been successful as artists owing to lack of imagination and deft ability in their hands, have been made good finishers and etchers. Commercial photographers have been made good operators. Carpenters and wood workers made good blockers and routers. Most any skilled mechanic who has handled machinery can be made a blocker and stripper in a rather short time. I'd hate to have a man in my employ who had any sense of mechanics on whom it would be necessary to spend five years in order to make him into a good router and blocker; or to make such person into a good zinc etcher and a good finisher."²⁹

The five-year apprenticeship has been required in the industry since before 1900. It seems to be the result of growth rather than of imposition. However, it seems arbitrary to set the same length of time for all apprentices in all branches of photo-engraving. During the negotiations for new agreements conducted between the agreement committees, this issue has been raised.

²⁹ Detroit employer, as above.

CHAPTER VI

NATURE OF THE DISPUTES ARISING IN PHILADELPHIA¹

DEFINITION OF "DISPUTES" AS USED IN THIS STUDY

In this study the term "disputes" is used to include both disagreements which arise in the shops as well as those arising during the negotiation of new agreements and which may or may not result in stoppage of work. These disputes, for the purposes of this study, are classified into two main types. First are those concerning agreements; the second type consists of those disputes arising in the shops. Disputes resulting in a stoppage of work are explained at the end of this chapter.

In the previous chapters attention was given to the bargaining process when it functions smoothly. The process, however, is not so peaceful as to be free from disputes of all sorts. On the contrary, situations arise in the shops or during negotiations which are not brought to a peaceful settlement until they have existed for some time. An interesting feature of collective bargaining in this industry is the comparative absence of strikes and lockouts. It is the purpose of this chapter to discuss the nature of the various disputes which arise in the industry in Philadelphia; a discussion of the methods used in securing settlement is reserved for the following chapter.

DISPUTES CONCERNING AGREEMENTS

The local union becomes involved at times in disputes over agreements. Four general classes of such disputes may be mentioned. First, disputes grow out of the failure to formulate a new agreement when the existing agreement

¹ Cases cited in this chapter are based upon records in the office of local union No. 7, and minutes of the local Executive Board for years 1916-1928, except where otherwise noted.

expires. The Philadelphia commercial and newspaper agreements provide that the terms of the old agreement shall continue in force during the ensuing year in case a new agreement is not formed and if no negotiations are opened to make a new agreement. There are three instances on record where both sides were dissatisfied with some of the provisions of existing agreements and during negotiations failed to arrive at an understanding before the old agreement expired. The negotiations for the 1928 agreement in the commercial field were not completed until one week after the expiration of the 1926-1927 agreement. No stoppage of work resulted. The deadlock in December, 1920, resulted in a cessation of work in January, 1921, and a similar situation arose in January, 1922. These instances of stoppage of work are the only ones on record from the above-mentioned cause in Philadelphia. However, it should be noted that these were the most stubbornly fought disputes in the history of the local union, involving as they did all union shops in the Philadelphia division.

The second type of disputes concerning agreements arises out of the interpretation of the provisions of an existing agreement. These are of minor importance, since none has been carried so far as to end in a stoppage of work. Disputes of this type are found mostly in the shops and are few in number; the parties seem to arrive at a common understanding on matters of interpretation before the agreements are consummated.

Violation of an established agreement constitutes the third kind of dispute over agreements. Such a violation may be fancied or real and may be committed by either party. Usually, this kind of dispute is not general for the entire local area. One or several firms may constitute one party and the union the other. Several cases are on record in Philadelphia, and are discussed below, where the union has withdrawn its members from shops accused of violating the agreement.

The fourth kind of dispute arises when a firm withdraws from a union shop status and operates as an open shop, or,

having operated as an open shop, is confronted by the union demanding that the shop come under the local agreement. Local No. 7 records numerous cases in which refusal on the part of the open shop firms to institute union conditions in the shops have resulted in either the withdrawal of union employees from such shops or a lockout. In the past this type of dispute has been the most numerous in Philadelphia. It is, however, relatively unimportant, since it involves as a rule only one plant.

GRIEVANCES ARISING IN THE SHOPS

Now that the disputes arising over agreements have been classified, it is appropriate to discuss the most typical cases originating in the shops. Points of friction between the union employees and the plant owners occasionally arise. Examination of the cases reported to the local business manager and those cases coming before the Executive Board of the local union show that such disputes can be classified into the following categories:

- (1) Cases involving apprentices:
 - (a) Registration and indenture of additional apprentices in the individual shops.
 - (b) Discharge and removal of apprentices.
 - (c) Matters involving the training of apprentices.
 - (d) Extension of the apprenticeship period in individual cases beyond the stipulated five years.
 - (e) Employment of apprentices on night work.
- (2) Hiring of journeymen.
- (3) Discharge of workers by employers.
- (4) Miscellaneous cases covering various shop practices.

An attempt is made below to discuss the nature and character of the problems arising in the shops rather than to consider their settlement, which is reserved for the next chapter. It is extremely difficult to find typical cases of disputes between the men and management unless they are of some importance and come to the attention of the business manager of the local union. Many of these cases are brought before the monthly meetings of the Executive Committee of the local union by the business manager, the

workers, or even the employers. Examination of these cases provides an excellent opportunity to view certain phases of collective bargaining in the photo-engraving industry.

As will be explained in Chapter VIII, the union very jealously guards the apprenticeship ratio and other apprenticeship requirements embodied in the union rules and local agreements. Since 1916, a few cases have come before the Executive Board which are typical of the issues raised by "putting on" additional apprentices in individual plants. Early in 1918 two employers appeared before the board, each requesting an additional apprentice boy. The request was refused until an advanced apprentice in these shops became a journeyman, so as to protect the apprenticeship ratio. A three-year apprentice who had enlisted in the United States military forces appeared in 1919 requesting to be returned to his position with his former employer, who was willing to take him. The boy had never been registered as an apprentice before enlisting because the shop was then non-union, though it had become a union shop later. Permission was given him to work in that shop while the ratio adjusted itself. An unusual case came up in 1920 when the business manager discovered a boy who had worked two months at a certain plant before being reported. The Executive Board ordered the boy indentured as an apprentice and overlooked violation of the agreement by the firm. In another case arising in 1920, the superintendent of a shop appeared before the Executive Board asking permission to hire an apprentice. He explained that he had nine journeymen and only one apprentice, who would complete his apprenticeship in three months. He stated further that he employed a boy in his office who was qualified to become an apprentice, but was unwilling to work in the office three months more. The Executive Board denied the request unless the advanced apprentice be given the journeyman's wage, in which case the union would grant him his journeyman's card immediately. The age limit was the issue in a controversy in 1921 when the Executive Board refused to permit a firm

to indenture a boy as an apprentice who was two months under 16 years of age. The superintendent of one of the leading shops in the city wanted to transfer a boy to the color-etching department from the finishing department, where he was doing unsatisfactory work. The business manager had previously notified the superintendent that there were men unemployed in the color-etching branch in the city and, therefore, under union rules, the boy could not be indentured in that branch. The Executive Board sustained the decision of the business manager. The employer dropped the case. In 1923, the owner of a plant was refused a request to allow his son to work in each department of the shop during school vacation with the idea of fitting him as a competent office executive upon his finishing school. Two firms were refused a request in 1926 for apprentices in the etching branch because competent journeymen in that branch were unemployed at the time. In the same year a plant lost the services of a boy zinc etcher for three months because his physician advised him to take a rest to aid his recovery from a severe bronchial cough. The firm was refused another apprentice temporarily because the employer had agreed to keep the boy's position open for him. A case of prolonged illness on the part of an apprentice arose in one of the shops. Because the illness and unemployment exceeded a year, the owner of the plant requested a substitute in 1926 and 1927. The request was refused because of a similar understanding with the sick boy.

Disputes have resulted from the withdrawal of apprentices from an individual shop by the union and from discharge by employers. Several cases are on record in which the union concurred in the dismissal of apprentices for lack of adaptability. There are also cases where the union removed apprentices from shops on request of the employer for lack of adaptability. In 1916 a firm asked permission of the Executive Board to discharge a four-months apprentice because he had failed to do satisfactory work and asked the privilege of indenturing an entirely new apprentice to take the position. The board granted permission to discharge, but

required the employer to give the position to an apprentice of one year's experience. In 1920 the business manager reported to the board an incident in which a superintendent had discharged an apprentice for refusing to sweep the floor. The boy refused because the local agreements provide that an indentured boy shall give his entire time to his branch. Through the efforts of the business manager, the employer took the boy back and the incident was closed. In the same year an apprentice was discharged for refusing to wash glass plates. The business manager found that the boy did not wish to return nor did the employer want him; so he placed the boy in a shop in Harrisburg, Pennsylvania, one of the jurisdictional cities of the local union. An employer had discharged an apprentice in 1923 about three weeks before the worker became a journeyman. The Executive Board instructed the business manager to have the apprentice reinstated since, under the agreement, no apprentice may be discharged without cause. It was reported later that the employer had sufficient cause for discharge. In 1926 an unusual case was recorded. An employer in Trenton, N. J., another jurisdictional city of local No. 7, laid off two journeymen because of a lack of work. This reduced the number of employees in the shop to four journeymen and one apprentice. The local union notified the firm to dismiss the apprentice since the ratio of one apprentice to five journeymen was being exceeded. The firm reinstated one of the journeymen and retained the apprentice. The Executive Board approved of the action of the business manager in 1926 in removing an apprentice from another shop in accordance with the local agreement because the ratio was exceeded. In 1927 a similar case arose when the union removed an apprentice from a shop because the ratio was exceeded.

The third kind of controversy regarding apprentices has the training period as its chief issue. Since 1918 two cases have been reported to the Executive Board in which the apprentices maintained that they were not given proper credit for time previously served. In one case the board

upheld the contention of the employer that time served at the trade shall be lost when the apprentice leaves employment. The apprentice was reinstated without credit for his former service. The other case concerned an apprentice who, upon returning from military service, asserted that, when he enlisted his firm had promised him that it would allow him fourteen months' credit on his apprenticeship for the time previously served if the union did likewise. The firm refused to grant this credit upon the return of the apprentice. The Executive Board instructed the business manager to interview the proprietor and endeavor to better the condition of the apprentice because it seemed that unusual conditions existed in regard to the young man's ability and age. The business manager reported several months later that an amicable adjustment had been effected. Three cases came before the board between 1920 and 1925 in which apprentices accused their employers of not giving them "a fair chance to learn the trade." The local agreements provide that an apprentice be given every opportunity by both parties to become a thoroughly competent journeyman. One apprentice, when applying for his journeyman card, alleged that in proofing plates he was not allowed to do anything beyond the stage of first proofing. The board ordered an investigation of apprentice training conditions at that plant. In another instance an employer welcomed investigation of his methods of training apprentices. In another case an employer asked the Executive Board to permit his son to work in the photographing gallery to secure knowledge of the chemicals used as an aid in preparing him to sell an emulsion used in color work. The Executive Board granted the request, provided the boy was registered as an apprentice, subject to apprentice rules.

The extension of the apprenticeship period beyond the required five years in individual cases when the employer does not regard the apprentice as sufficiently competent and capable to warrant payment of the journeyman's minimum rates constitutes the fourth class of apprentice disputes. Four cases of this nature have come before the Ex-

ecutive Board since 1918. In the first case the board granted a six months' extension to an apprentice who was regarded by his firm as "an inferior man." Consequently, he was continued on the advanced apprentice wage scale for six months before receiving his journeyman card. In 1916 the board refused to extend an apprentice's period for six months at an employer's request. The employer then dismissed the apprentice and the union granted him out-of-work benefits for the time being. In 1919 the board granted an eleven months' extension to the training period of an apprentice in re-etching because of the proficiency he had lost while serving in the United States army. The last of this type of cases involved an apprentice re-etcher whose employer insisted that he had not had sufficient experience at re-etching to qualify for the minimum wage of a journeyman. The apprentice admitted the charge. The board decided to grant a six months' extension, but that the apprentice should be placed under a competent journeyman etcher for the period. Two months later the apprentice quit the job alleging unfair treatment. The business manager investigated the case and finally adjusted the matter by having the apprentice reinstated with a better opportunity to learn the trade.

Two cases arose over apprentices doing night work. In one case the manager of one of the photo-engraving plants doing newspaper work objected to the attitude of the union in forbidding apprentices to work on the night shift in a newspaper plant, stating that he did not know what difference it should make to the union. The business manager was instructed to reply to him that the laws of the international union prohibit apprentices to do night work, that this regulation had been pointed out during negotiations for the formulation of the agreement, and that it was satisfactory to the superintendent at the time. The matter ended at this point. The other case was submitted by an employer who wanted to consider the total of day and night journeymen when determining the number of apprentices for his

shop. The board refused the request because it was contrary to union rules.

In addition to cases of discipline during the hiring process cited in Chapter III,² other disputes which in numerous instances have been brought before the Executive Board arise from time to time. It is only the unusual cases that proceed beyond the business manager. In 1918 an employer, because of a vacancy in his finishing department, asked the Executive Board's permission to place one of his half-tone finishers on a hand press proofer and to let this man do certain work in the finishing department which his other workers were unable to do. The union had not furnished a suitable proofer up to that time. The board agreed, with the proviso that assurance must be given the business manager that a suitable proofer would be put on the hand press as soon as one could be found. In the same year a plant superintendent asked for the privilege of hiring a colored boy to wash plates for proofers because it was difficult to get white boys for the job. The request was flatly refused.

In a case in 1920 the Executive Board ruled that one employer may not send a worker to another firm without permission from the business manager, in whom is vested the authority to place men according to the by-laws of the local union. The business manager in this case had refused to allow the employee to work at his new position. The employers involved made no protest regarding the action. Permission was given an employer in 1920 to indenture an ex-service man placed in the shop at the expense of the federal government to learn the trade. In 1922 permission was given to an employer to transfer an apprentice from the routing room of one plant to another plant newly opened.

Several cases are recorded where employers have requested the hiring of out-of-town workers. In three cases the request was allowed because the employers "had a good record" with the union; in another, the workman concerned was a member who had left the city but had now returned. There are also three cases where the request was refused,

² Cf. pages 49-51.

mainly because at the time workers trained in those particular branches were unemployed in Philadelphia. In one of these cases the international president of the union was called in to aid in adjusting the matter. It was finally decided not to give employment to the applicant desired because the firm had been "unfair in its attitude for a long time."

In three cases the question of the "gentlemen's agreement" among employers entered. The local union maintains that it has evidence that an understanding exists among the Philadelphia employers not to employ a worker who at the time is employed in another shop. The union points to the clause which is included in the code of ethics adopted by the American Association. "Hiring employees away from a competitor, or inducing them by other means to leave his service, must be recognized as a sure way to invite reprisal and a general demoralization of the local labor conditions. It is unquestionably the right of the workman to use all reasonable efforts to better his condition, but employers can do one another or the employee no greater wrong than to virtually become 'bidders' for his services." In a case in 1919 the business manager refused employment to an out-of-town man and the firm desiring him had to accept a worker employed at another plant owned by a friendly competitor. The Executive Board concurred in the action of the business manager and communicated the case to the local employers' association. A local superintendent in 1921 asked for a permit to do proofing since his proofer had quit employment and a competent man could not be secured nor would he accept a worker from another local shop. The board gave him a temporary working permit and notified him to have a proofer on the job within a week. An employer was refused an applicant from New York in 1925 to whom he had offered a position after advertising for an out-of-town worker.

Friction has developed because employers have discharged union men. The employer ordinarily has considerable freedom in exercising the right of discharge. Certain

stipulations in the union rules and agreements must, however, be complied with. If the request is made, the foreman must present a written statement containing the reasons for an employee's discharge. Two cases were reported in which the employers failed to give the necessary week's notice before the discharge was effective, as provided in the local agreements. In both cases the union did not reprimand the employers, but placed the workers on the out-of-work benefit list for the time being. A journeyman was discharged in 1919 for disputing with his foreman. The union upheld the employer's action. An employer in 1918 reported that a journeyman had left employment after due notice and had taken about twenty dollars worth of the firm's tools with him. The Executive Board ruled that the journeyman must make satisfactory settlement with the firm before he was to be given employment in the local shops or issued a traveling card.

In 1917 two cases came before the board involving a change of branches. In one case the worker was put to routing because he was physically unfit to continue at zinc etching, where he was apprenticed. In the other case the employer had placed a half-tone photographer in another department to substitute for a worker who was on a week's vacation. After he had been on the new job for a day, the employer laid him off, alleging that work was slack. The board regarded this procedure as contrary to the agreement and ordered the employer to give the discharged worker back-pay until the matter should be adjusted between them. Later minutes fail to indicate the result.

It is well to mention several cases concerning shop practices. During the past few years, numerous employers have complained that they were not getting full time out of the employees because some entered the shop several minutes after starting time and others began washing up before quitting time. In 1926 the Executive Board was requested to enforce the following clause in the commercial agreement existing at the time: "It shall be definitely understood and

agreed that change of clothing and washing shall not be performed during working hours, nor shall it be paid for by the employer." Many employers in conversation said they feared the loss of their best employees were they to enforce the clause strictly. The board decided to co-operate in enforcing the rule by notifying all chapel chairmen to request adherence to the clause. They suggested to the employers that notices be posted in their shops calling attention to the clause. Several cases were reported where journeymen were not allowed to complete all stages of the work which is done in their department. The board uniformly declared such practices to be detrimental to the branches of the trade affected and ordered that a job started by one worker should be carried through by him. In another case the board suspended a journeyman working on stripping because of delinquency and placed another worker in his position. The business manager terminated another dispute over an under-paid employee by removing him from the position and by placing him in another plant.

Not all shop disputes come before the Executive Board since they are first taken up by the business manager of the local union. In most instances settlement is secured with the employers involved. Several examples of recent years may be cited. In a certain shop a dispute arose between a worker operating a routing machine and his foreman. The router refused to follow the instructions given by the foreman, who wanted the router to change work frequently and take up other plates before finishing the ones started. The foreman insisted that some plates must be given priority because they were "rush orders." Friction had been developing for some time and finally both parties severed relations. The chapel chairman notified the business manager, who persuaded the employee to remain, and a peaceful settlement was secured. Other cases might be cited to illustrate the fact that various kinds of disputes, grievances, and complaints arise in the shops and that collective bargaining goes beyond the mere making of agreements.

STRIKES AND LOCKOUTS IN PHILADELPHIA

This part of the chapter gives attention to those disputes that have resulted in cessation of work. Although strikes seem to be at a minimum in this industry, yet an examination of the annual proceedings of the international union since 1900 reveals that the international union has never had a "strikeless" year.³ The nature, magnitude and duration of a strike vary according to the individual situation in this industry. Sometimes only one small shop with a few workers is involved. All the shops employing union men in a local jurisdiction may be parties to a strike or lockout. Seldom does a situation go beyond one local so as to involve other locals. In this respect the January, 1922, situation is unique. In the controversy over the 44-hour week and other issues, over 3,500 journeymen and 400 apprentices from 25 locals, including Philadelphia, were out of work.⁴

Since the international union controls the strikes of its locals in certain respects, some attention must be given to the policy of the international organization. Consequently, this section will take up the following aspects: first, the attitude of the international organization regarding cessation of work; second, the major strike issues in the industry in general; and finally, the experience with strikes and lockouts in Philadelphia since 1898.

It cannot be said that the international union encourages strikes as a policy. The union laws and rules are designed to keep cessation of work as low as possible. The members in a shop chapel may take a vote in favor of a strike. However, before it becomes effective the approval of the local union and the sanction of the Executive Council of the international union must be secured. There have been cases where such sanction was refused. Sometimes the international officers intervene and settle the matter.

³ The first strike after the international union was organized occurred in St. Louis in 1901, when 22 journeymen and two apprentices were involved. Cf. *American Photo-Engraver*, Chicago, August, 1925, page 655.

⁴ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1922, pages 4-6.

Since the authority to strike flows from the international body to the local, a uniform policy in granting permission to strike has been developed. The procedure is set forth in the general laws as follows:

Section 47. In the event of a disagreement between a subordinate union and an employer which has resulted in a local union seeking approval of a local strike vote, or which, in the opinion of the local union may result in a strike, such union shall notify the President who shall repair in person or by proxy to the place where said union is located, investigate the cause of the disagreement, and endeavor to adjust the difficulty. If his efforts shall prove futile, he shall notify the Executive Council of all the circumstances, and, if a majority of said Council shall decide that a strike is necessary, such union may be authorized to order a strike; and it is imperatively ordered that no strike or lockout shall be deemed legal, or moneys expended on that account, unless the strike or lockout shall have been ordered or recognized by the Executive Council.

Section 48. When a strike has been authorized by the Executive Council, the president of the subordinate union interested shall within twenty-four hours, call a meeting of said union (of which all members shall be constitutionally notified) to take action thereon, and no member shall vote on such questions unless he is in good standing. Should three-fourths of the members present decide in favor of a strike, the President of the subordinate union shall immediately notify the Executive Council that a strike has been inaugurated, and the number of men involved.

Section 51. Any union inaugurating a strike without the approval of the Executive Council shall receive no benefits on account of said strike. If a strike, lockout or reduction of wages be forced on a union without an opportunity to carry out the provisions of Sections 47 and 48, said union shall be entitled to the full privileges of the International treasury.

Section 59. No local union is permitted to strike in violation of an agreement, and any member or members engaging in an illegal strike are subject to discipline by the Executive Council, and when such an illegal strike is encouraged or participated in by a local union, the charter of such local union may be revoked by the Executive Council, and all of its funds and assets shall immediately revert to the International Union.

There seems to be no record of the revocation of a local charter, neither does it appear from the records that the unions have at any time struck in violation of an existing agreement. Sanction to strike has been secured, however, in an effort to compel employers to adhere to agreements or to prevent them from going on an open shop basis. The attitude toward strikes on the part of the international union is generally determined by its president and execu-

tive council. In referring to a prolonged situation in one of the locals, the President recommended in 1917: "Indeed, this convention should give renewed evidence of our determination to fight out this contest to a successful termination, no matter what the cost may be, and no matter how long it may take."⁵

On another occasion the President stated that "our International Union does not encourage strikes. To the contrary, all our laws and rules are designed to lessen the use of strikes. But whenever no other method is open to our members to protest against grievous conditions of employment, to resist reductions of employment, lengthening of working hours, to secure fair treatment and improved working conditions and to maintain their individual and collective rights our International Union has not hesitated to throw its full power, force and influence into the contest for justice and righteousness regardless of cost."⁶

The American Association (the closed shop organization) has usually been careful to consider all avenues of peaceful settlement before bringing enforced unemployment upon the industry. Individual employers have at times attempted to repudiate agreements or parts of agreements which had been made in good faith by local associations of employers before they have expired. However, as a local association, the employers have seldom violated established agreements. The employers generally follow the directions given by the national officers during a dispute. The President of the American Photo-Engravers Association stated in 1919: "Strikes are unthinkable and a relic of the past; in fact, frankness and open diplomacy are the order of the day. We have been very fortunate during my four years as President, in not having any serious or long-extending trouble with our employees."⁷ This has been the condition, except possibly in 1922, when a crisis was reached

⁵ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1917, page 9.

⁶ *Ibid.*, 1921, page 6.

⁷ American Photo-Engravers Association, *Proceedings of the Annual Convention*, 1919, Report of the President.

wherein more than one-third of the locals and of the employees in the industry were out of work because of a dispute over the 44-hour week. In most of the locals it continued but a few days. Most of the employers in those locals were involved.

More recently the President of the Photo-Engravers' Union has stated: "Fortunately, we seem to have passed that stage of development wherein our members are easily swayed and readily influenced into an ill-advised or hastily formed judgment and decision. Our members and locals have become more discriminating each year. All are beginning to understand that the art of successful trade union administration is to attain successful results without resort to strikes or the encouraging of lockouts. It is becoming more clearly evident each year that it requires no great degree of intelligence to lead men into strikes, and that strikes at least are costly and dangerous expedients and to be resorted to only when all possible mastery of intelligence and skillful negotiations have utterly failed."⁸

Issues⁹ over which strikes and lockouts result are manifold in the commercial and newspaper fields. However, these causes can be classified into several categories. Most of the cases group around the making of new agreements, the interpretation of old agreements, the open shop, and disputes arising in the individual plants. The major disputes arise over the making of new agreements. Other grievances arise as time goes on, but these usually affect only local plants. Generally, disputes over shop conditions, open shop problems and others are held over until the committees of both sides meet to negotiate a new agreement when the old is about to expire. Thus, the period when old agreements expire is the most troublesome time. When no agreement has been provided, strikes have been called rather than continue under the provisions of the

⁸ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1927, pages 19-20.

⁹ Material for this paragraph is taken from the reports of officers and proceedings of the annual conventions of the International Photo-Engravers' Union and of the American Photo-Engravers Association, 1900-1927.

expiring contract. In such cases the strike may involve practically all of the members of the local union and all the employers in that city. Sometimes a few firms have not agreed to the provisions of the proposed agreement. The strike may then affect only their shops. In 1922 an unusual situation arose when the established agreements of a number of locals expired at the same time and by a concerted movement a strike or lockout resulted which involved a number of locals simultaneously. There are several cases on record where the employers of a city refused to meet with the local union agreement committee. Strikes have resulted when the union brought pressure to bear on several open shop plants employing a few union men to come under the agreement made with the other employers in the locality. These involved individual plants only. It has frequently happened that individual employers have attempted to withdraw from the union group and to operate under non-union conditions. This is always strenuously opposed by the union. The interpretation of an existing agreement is another issue sometimes resulting in a strike to enforce the union point of view. There are cases where the union has charged violation of an established agreement and has ordered a strike in the shops involved in the charge. A case is recorded where an employer refused to become a member of the American Photo-Engravers Association, with the result that his union employees were withdrawn. Sometimes employers in reverting to an open shop basis will lock out the union workers in their employ. Sometimes members of the firm work at the trade and refuse to join the union or pay union dues. Stockholders who work at the craft have done so too. When the union demands are ignored, a strike in that shop may be called. The union members in such shops have frequently been withdrawn to enforce the union rules. A few sympathetic strikes are recorded. One local may aid another local near-by. The local of one city may refuse to compete for orders transferred from shops in distress in other cities. A firm in one city may be faced

with a strike. Sympathetic action may be taken by the employees in other plants owned by the same firm.

After the attitude of the international organizations toward strikes and the major issues has been noted, attention will be given at this point to the situation regarding strikes in Philadelphia since 1898. The payment of strike benefits by the international organization to the Philadelphia local is an indication of the relative importance of strikes in the labor situation. However, payment of strike benefits is only one of the measurements of the scope, importance and magnitude of disputes. Strike benefits are paid out of the Defense Fund of the international organization to the members of the locals on strike or lockout, as was explained in Chapter III.¹⁰ Table XVI presents the amounts paid by the international treasurer to all locals and also to the Philadelphia local separately for the years indicated.

The table shows that the Philadelphia situation has been relatively peaceful. No strike benefits were paid to local No. 7 until 1913 and none have been paid since 1923. From 1913 to 1923 a total of only \$18,356.25 was received by the local. This is only 2.5 per cent of the total strike benefits paid out to all of the locals. It is also far less than the amount paid into the international treasury by local No. 7 since 1906. For the international union the years 1920 to 1924 were the greatest drain upon the international treasury. These are the years when there was a reaction to the gains made during the war and post-war periods. Constitutional changes increasing the allowances for strike benefits have been made from time to time. The total payments for strikes are therefore relatively greater in proportion to the time lost than formerly.

It is well here to take up the individual strikes in the photo-engraving industry during the period of organization. The main facts to be noted concern the nature, scope, magnitude, causes, issues and methods of settlement of each strike. The information is not complete for all

¹⁰ Cf. pages 41-44.

TABLE XVI

STRIKE BENEFITS PAID TO ALL LOCALS AND TO THE
PHILADELPHIA LOCAL—1906-1927
(FISCAL YEAR ENDS MAY 31)

Source: Reports of the Secretary Treasurer to the
Annual Conventions of the International Photo-
Engravers' Union, 1906-1927

Year	Total	Philadelphia
1906.....	\$ 6,217.75	None
1907.....	4,112.83	None
1908.....	786.75	None
1909.....	4,401.50	None
1910.....	3,268.00	None
1911.....	20,443.22	None
1912.....	986.00	None
1913.....	24,153.36	\$ 71.70
1914.....	19,703.38	133.00
1915.....	5,980.40	None
1916.....	12,770.31	4,102.75
1917.....	45,277.95	3,446.25
1918.....	27,711.40	39.00
1919.....	13,681.89	None
1920.....	53,173.67	1,878.75
1921.....	57,497.08	3,654.50
1922.....	193,506.87	352.00
1923.....	175,721.53	None
1924.....	31,872.21	None
1925.....	7,291.90	None
1926.....	404.75	None
1927.....	2,624.67	None
Total.....	\$711,758.28	\$18,356.25

strikes. The first local strike to be noted occurred in March, 1898. The members of the newly-formed local demanded the 48-hour week and a minimum wage scale for journeymen. It continued less than two weeks; the employers acceded to the demands of the union and granted a minimum wage for journeymen of \$16 to \$18 per week for day work. The method of settlement was that of local bargaining between the committees of the contending parties.

The second strike occurred in 1904 when three newspaper plants operating photo-engraving departments were affected. The issue was the 48-hour week and a minimum wage. No complete settlement was made. One plant accepted the union demands about an hour after the employees had ceased to work. The second dispensed with its plant and

gave its work to a firm doing commercial work under union conditions. The third plant continued to operate on a non-union basis.

No other strikes or lockouts occurred until 1913, when a dispute arose in one of the commercial shops concerning practices which the union regarded as contrary to the terms of the agreement. The proprietor happened to be a woman who employed a girl in the office and shop to aid in numerous ways around the plant. One errand was to look up the work in process. One afternoon the girl asked the man operating the beveling machine to complete the work on a plate she wanted to have finished that afternoon. Upon his refusal she operated the machine herself, thereby violating the section of the local agreement requiring anyone doing work on engraving to hold a union card. The chapel chairman reported the incident to the local secretary, who, in company with another official, appeared at the shop during the same afternoon and demanded that the girl refrain from further work. The proprietor refused to agree and the union men went on a strike the following morning. Seven journeymen and two apprentices were involved. About a week after the strike began, the proprietor accepted the demand of the union.

In 1914 a strike was called in another commercial plant. The shop was a small one opened the previous year by two members of the union, one an active member and the other the holder of a withdrawal card. Non-union conditions prevailed since one firm member was working at the trade without having deposited his withdrawal card at the office of the local union and since four apprentices were employed to three journeymen. A committee from the local failed in its negotiations with the proprietors and sanction to strike was secured from the Executive Council. One journeyman and two apprentices responded. The unemployed members were placed elsewhere. The shop remained on a non-union basis until 1917, when some of the workers joined the union and the shop was partly unionized. Thereupon the firm discharged five of the union members. The re-

mainder of the union men in the plant were then withdrawn by the union, leaving the three firm members to operate the plant. After the union men were kept out of the shop about five weeks, an agreement was reached through the efforts of the president of the international union. The firm agreed to abide by the existing local agreement, except that all the apprentices were allowed to remain on the understanding that no new ones would be added until the one to five ratio was reached.

Another strike concerning one shop in the commercial field occurred in 1916. The point of contention was the right of an employer in the commercial field to reduce the working hours and go on a shorter schedule for the week. The agreement in force in local No. 7 called for no change in hours unless by mutual consent. When the agreement expired in 1916, the local union refused to sanction such a reduction and the shop was closed. Negotiations were conducted by the local authorities until the matter was adjusted by the firm's accepting the interpretation of the union. The new agreement with the firm allowed a reduction of working hours under certain conditions, but all the other provisions of the local agreement applied.

A case with a different conclusion occurred in 1916 when former members of the union operating a very small plant disregarded union regulations since they were not under agreement with the local union. But a few of their workers became affiliated with the union, and in 1916, when a demand to put union conditions in the shop was refused, the union members were withdrawn. Not long afterward the shop failed financially.

The newspaper field gives us an illustration of a case which was a prolonged one-shop struggle. Since 1904 a newspaper photo-engraving plant had operated under non-union conditions while the management refused repeatedly to come under the union agreement. In 1916 the union men were withdrawn without success. The men remained unemployed for some time, as is shown by the large strike benefits paid out that year. Another attempt

to put pressure upon the plant was made in 1919 when fifteen men and boys were withdrawn. This swelled the 1920 benefit payments. Several years later this newspaper plant was merged with another in the city. The latter plant has been under the union agreement.

During the years 1920, 1921 and 1922, more strike benefits were received by the Philadelphia local from the international treasurer than during any other period except 1916-1917. This was a troublesome period for the union all over the country. Philadelphia was no exception. In 1920 several strikes were conducted in small shops for only brief periods of time. The issue was mainly that of the union shop and acceptance of union conditions.

The 1921 strike was the second to include the Philadelphia local and the first which involved Philadelphia and a few other locals simultaneously. The established agreement expired December 31, 1920. Negotiations to conclude a new one failed during November and December. The original demand of the union was an increase in the minimum wage for journeymen from \$45.00 to \$57.00 per week, with a general increase of \$10.00 for all members. This demand was scaled down to a five-dollar increase in the minimum wage. As the employers wanted a renewal of the old agreement without alterations, a deadlock resulted January 1, 1921, when the old agreement expired. Efforts made by the International President of the union to bring about an agreement failed. The local union was given sanction by the Executive Council to strike and the local body voted on January 6, 1921, to put the strike into effect immediately. The strike involved every union photo-engraver in the city and continued until January 17, 1921. During the parleys between the local committees, attended by the national and international representatives, the issues were narrowed down to that of wages, the union demanding a fifty-dollar minimum. The strike was called off when both sides agreed to submit the question to arbitration. After extended conferences at which both sides presented their cases, the arbitrator decided, March 20, 1921, that

there should be no increase. The arbitration of this case will be discussed in the next chapter.¹¹

The 1922 dispute was unique in many respects. It involved about twenty-five locals and about 3800 union members were out of employment, beginning January 3, 1922. The employers seem to have been the more aggressive in this case, offering the 48-hour week and a 25 per cent. decrease in wages not only in Philadelphia but also in many other cities. The work week had been reduced to 44 hours and wage increases had about reached the limit in the face of depressed business conditions. The situation was such that whether it was a strike or lockout is still disputed. The employers stood by their offer. The employees of New York went out first. It was realized that the employers of New York and Philadelphia must co-operate. After the Philadelphia shops were closed, the New York employers gave in one by one until a stampede for business resulted in that city. Philadelphia held out during the first ten days in January, 1922, when the New York employers got much of the Philadelphia business. Finally, the Philadelphia employers and the local union agreed on the 44-hour week, which had gone into effect the previous year, and the former scale was adopted. By local negotiations, assisted by international officials, the old agreement was renewed.

No strikes have occurred in the Philadelphia area since 1923. Thus, the situation has recently been rather peaceful. The discussion of the disputes is concluded here.

¹¹ Cf. pages 122-126.

CHAPTER VII

METHODS USED FOR THE SETTLEMENT OF DISPUTES IN THE PHOTO-ENGRAVING INDUSTRY IN PHILADELPHIA

In the preceding chapter the disputes which have arisen in this industry were analyzed and classified. It was pointed out that only a few disputes originating in the shops have reached the stage of cessation of work, while disputes arising over the formation or adoption of agreements have been almost the sole cause of strikes and lockouts. The presence of disputes, regardless of the stage they reach, denotes at least a temporary breakdown of the bargaining process which calls for special action. This chapter deals with the machinery and methods utilized by the photo-engravers' organization in Philadelphia when the parties involved apparently reach an impasse. In treating this phase of industrial relations, consideration will be given, first, to shop disputes and, second, to difficulties over new agreements.

MACHINERY PROVIDED FOR PEACEFUL SETTLEMENT¹

Probably the best way to visualize the machinery provided to secure adjustment is to present a diagram which shows the procedure for handling shop disputes. The following chart holds only for the commercial branch of photo-engraving, since the newspaper agreements provide for a different arrangement which will be explained later in the chapter. Most shop disputes involve only one worker and one employer, as was explained in the previous chapter.²

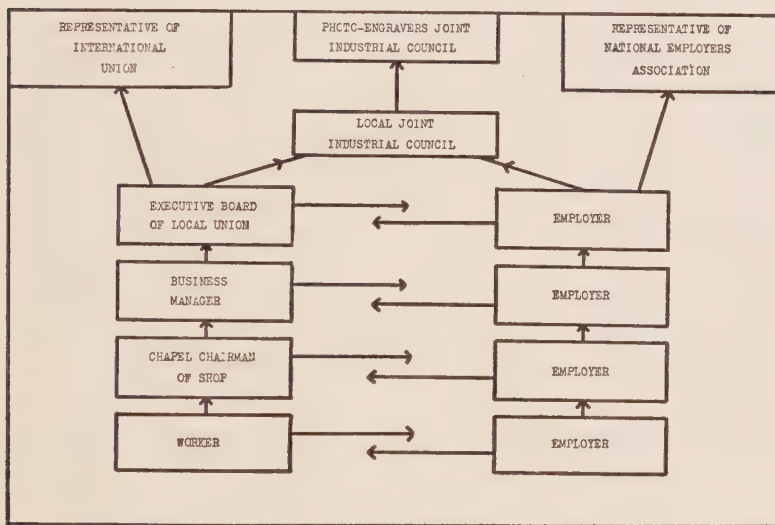
All misunderstandings are first taken up by the worker with his employer. If these two cannot agree upon a satisfactory settlement, the matter may be taken up with the chapel chairman or the business manager. The latter then

¹ Data for this section are taken from the local agreements beginning with 1913.

² Cf. pages 120-131.

assumes charge of the negotiations. He sometimes finds the case important enough to report to the Executive Board at its monthly meeting. With few exceptions, all cases going above the individual worker are settled between the employer and the business manager with, or without, assistance from the Executive Board, or by the Executive Board itself. Consequently, few disputes are taken before the Local Joint Industrial Council. No case has ever been taken before the Photo-Engravers' Joint Industrial Council. Another

CHART II



CHANNELS THROUGH WHICH SHOP DISPUTES PASS

alternative for the employer or the local union is calling in representatives of the international or national organizations to aid in adjusting the matter. This has been done in only a few instances.

The local agreements have provided since 1922 that "there shall be no interference by the Chapel Chairman with the policy or management of a plant until the matter has been taken up with the superintendent or those in authority for adjustment." Moreover, they also provide that "all differences that may arise, not covered by this

agreement, regarding working conditions, shall be adjusted between the employer and the Executive Officers of the Local Union and as further provided for in Article XI of this Agreement." The article referred to provides, *inter alia*, that "all questions of difference arising out of or concerning this agreement, and all questions arising between any of the members of the Association and their employees which cannot be adjusted by conciliation shall be referred to and be disposed of by the Local Joint Industrial Council."

The Local Joint Industrial Council which has existed since 1920, is composed of five representatives of each party to the agreement, i.e., the union and Association. It is to meet monthly or within five days after a case has been filed with the chairman. It "shall decide in all cases all questions submitted to it, and its award in all cases shall include a determination of all issues involved and shall cover the full period between the raising of the issues and their final settlement. In the event that the Local Joint Industrial Council for any cause cannot arrive at a decision within fifteen days after notice has been filed, the question of difference shall be submitted immediately thereafter to the Photo-Engravers' Joint Industrial Council, whose decision shall be final and binding upon both parties."

The representatives of the union are appointed annually by the president of the local union, and the Labor Committee of the local association appointed by its president, also serves on the council. Thus an employer may report his case to the local association, which refers it to the Labor Committee or directly to the council. Between 1916 and 1920 the agreements provided for a Joint Standing Committee which was similar to the Local Joint Industrial Council except that no appeal could be made to a higher council. Since 1916 no machinery has been set up providing for arbitration in the commercial agreements. From 1913 to 1916 an Arbitration Committee consisting of two representatives from each party was provided for. The four members had authority to choose a fifth disinterested party in the event of a tie vote. This feature will be explained in this chapter.

The Photo-Engravers' Joint Industrial Council consists of five representatives from the international union and five from the American Association. It has had only six meetings since its organization in 1919. No meetings have been held since 1924. As far as the Philadelphia local is concerned, no further mention need be made of the council since only one case was ever referred to it from this area. Experience has shown that comparatively little is accomplished at these meetings because both sides are evenly represented and on matters of wages, etc., each delegation votes solidly against the other. The President of the international union advocates the use of the joint council.³ Since 1924 the President of the American Association has not allowed the employers' representatives to attend any meeting. The purpose of the council has been defined in its constitution as covering a wide scope of activities of general and mutual concern to the photo-engraving industry.

The local newspaper agreements since 1913 have provided for the settlement of disputes in the following manner: "Section 9. All questions of difference arising out of or concerning this agreement, and all questions arising between any of the newspaper publishers and their employees which cannot be amicably adjusted locally, shall be submitted to an arbitration committee consisting of the President and Secretary-Treasurer of the International Photo-Engravers' Union and two representatives of the local publishers; if this committee fails to agree, then said four (4) members shall choose a fifth member, who shall be a disinterested party. Said fifth member shall be chosen within ten days of their failure to agree, and said committee shall render its decision within three (3) weeks from the time of the appointment of the fifth member. During the time of said arbitration no strike or lockout shall be engaged in by either party to this agreement."

No case has come up in the newspaper field to test this provision. It is the intention of the parties to settle all dis-

³ International Photo-Engravers' Union, *Proceedings of the Annual Convention* 1921, page 22; *ibid.*, 1922, page 14.

putes locally and without appeal to a higher body. However, two international officers are members of the arbitration committee. The machinery, although little used, exists for purposes of emergency. The disputes that arise are settled in the shops between the employer and either the workers, the business manager or the Executive Board.

The second feature of this section is an explanation of the arrangements existing to adjust a dispute concerning the formation of an agreement. Consequently this explains also the means used to settle strikes and lockouts, since in this industry the making of agreements is the only cause of stoppages of work. When a deadlock occurs in negotiations, the contending parties (Labor Committee and Agreement Committee for the commercial field and Agreement Committee and newspaper employers for the newspaper field) may make resort to any means desirable to them to secure an adjustment. There exists no machinery for such cases. The agreements made in 1922 and 1928 were the results of conciliation between the local authorities aided by the national officers. The deadlock in 1928 did not result in stoppage of work although it was not adjusted until about one week after the old agreement had expired. The deadlock in 1922 resulted in a stoppage of work which the union calls a lockout and the employers call a strike. Following the strike or lockout, the matter was settled by conciliation. In 1921 a deadlock also resulted in a strike, but as a means of settlement arbitration was decided upon by the parties. This case is explained separately in this chapter. Cases involving the making of an agreement are settled by any method decided upon by the parties—either arbitration, conciliation aided or not aided by the national officers, or (rarely) reference to the Local Joint Industrial Council. These also hold as methods of settling disputes arising between an open shop employer and the union when the latter brings pressure to bear upon the open shop employer to accept the local agreement. Several cases of stoppage of work because of this reason are on record in Philadelphia.⁴

⁴ Cf. Chapter VI, pages 105-115.

No definite arrangement or machinery exists for the settlement of disputes resulting in strikes or lockouts. Direct negotiations or any temporary scheme may be decided upon for individual cases.

PROVISIONS FOR ARBITRATION IN THE AGREEMENTS

Arbitration⁵ as a means of settling disputes in the photo-engraving industry has never been popular. Bargaining, compromising and other conciliatory expedients have almost always been relied upon. No provision for arbitration has existed in the local commercial agreements since 1916 and no machinery for arbitration has ever been set up by the international union and the American Association. While an arbitration committee has been provided for in local newspaper agreements since 1913, no cases have been referred to it. In 1915 the international union and the American Newspaper Publishers' Association set up an "International Board of Arbitration" composed of an equal number of representatives, with no provision for the selection of a neutral or disinterested third party to make the decision in case of a deadlock between the contending parties.⁶ Consequently, the word arbitration in this scheme is a misnomer and the arrangement is that of conciliation with the possibility of selecting a third party. Since 1915 only twelve cases from the entire country have been taken before the International Board and of these only two were reported as settled.⁷ No cases from Philadelphia were included.

There are reasons for the scant use made of arbitration in this industry. Since 1910 the constitution of the international union has contained the following clause: "It is imperatively ordered that the executive officers of the International Photo-Engravers' Union shall not submit any of its

⁵ The term is taken to mean submission of a dispute to an outside, disinterested third party for a final decision which the parties have agreed previously to make binding upon themselves.

⁶ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1917, pages 5-6.

⁷ *Ibid.*, 1916, pages 12-13; 1917, page 6; 1918, page 7; 1921, page 24; 1924, page 18; 1925, page 11; and 1927, pages 18-19.

laws to arbitration." This took disputes regarding hours and apprentices out of the realm of arbitration. The local newspaper agreements since 1913 state that "the Wage Scale, Hours of Work, as well as the Constitution and Laws of the Philadelphia Photo-Engravers' Union, shall not be subject to arbitration." The attitude of the international union toward arbitration has recently been expressed by its president: "Voluntary submission to arbitration upon issues fairly framed and to be submitted to a fair arbitration board is preferable to a resort to strike. When that procedure is denied, the strike method becomes preferable to a compulsory arbitration requirement."⁸

RESORT TO ARBITRATION IN PHILADELPHIA—THE 1921 CASE

Although only one case in photo-engraving in Philadelphia was ever taken to arbitration, the case will bear examination because it was a successful experiment. It arose over the provisions of the agreement for 1921 and represents a spontaneous resort to arbitration rather than the following of a pre-existing arrangement.

The following aspects of the case will be considered: (1) the background of the problem; (2) the question submitted to the arbitrator; (3) the arguments of the union representatives; (4) the arguments presented by the representatives of the employers; (5) the arbitrator's decision.

The background of the case begins with the origin of negotiations in November, 1920, when the Labor and Agreement Committees failed to agree on the wage question after all other points had been settled. The matter was taken up before the Local Joint Industrial Council and the Photo-Engravers' Joint Industrial Council,⁹ but could not be settled. The old agreement expired January 1, 1921. The local union obtained sanction to strike from the International Executive Council and voted for an immediate strike January 6, 1921. The strike was called off January

⁸ *Ibid.*, 1927, page 18.

⁹ Cf. Chapter VI, page 114-115.

17, 1921, when it was agreed by the national and local officers of both sides to submit the matter to an arbiter.

The union during the early part of the negotiations asked for an increase in the minimum rate for journeymen from \$45.00 to \$58.00 and eliminated the request for a general per capita increase. The employers refused to grant an increase in wage rates and demanded that the old agreement be continued unchanged for the ensuing year.

The question submitted to the arbitrator was confined to wages. All other questions regarding the agreement were settled in previous negotiations. While the union asked for \$5.00 increase in the minimum rate, the arbitrator was free to set any amount which he desired. Both sides agreed previously to abide by the decision of the arbitrator, which was to be final and definite. The issue, stated briefly, was what the minimum rate for the ensuing year should be.¹⁰

The hearings were conducted March 17 and 18, 1921. No formal plan of procedure was adopted. The arbitrator¹¹ attempted to secure all the facts of the case by interrogations during the proceedings. The representatives of the union¹² presented their arguments first. After the representatives of the employers¹³ made a reply, there followed counter-replies and a discussion. A brief synopsis of the arguments made by both sides follows.¹⁴

First, the representatives of the union stated that since New York had renewed its agreement for the year with an increase of the minimum from \$44.00 to \$50.00 per week, Philadelphia should do likewise. Second, the average wage for journeymen in New York was at the time \$58.00, while in Philadelphia it was only \$53.37. Figures to support this

¹⁰ Along with this case two others were submitted. The Rochester and Buffalo cases need not be considered since they were argued separately before the arbitrator, who also rendered separate decisions.

¹¹ Dr. Joseph H. Willits, professor of industry, Wharton School of Finance and Commerce, University of Pennsylvania, Philadelphia, Pa., was selected as the arbitrator.

¹² Mr. Matthew Woll, president of the International Photo-Engravers' Union, and Mr. Theodore Griefzu, business manager of the local union, presented the arguments for the union.

¹³ Mr. Louis Flader, commissioner of the American Photo-Engravers Association, and Mr. Charles W. Beck, Jr., of the Beck Engraving Company, Philadelphia, Pa., represented the employers.

¹⁴ From notes taken during the hearing by the arbitrator's secretary.

contention were presented. Third, since the employers, in making the agreement effective May 1, 1920, had accepted the plan of setting the wages in Philadelphia at the average found in the ten largest local unions, some attention should be given in this controversy to what other cities pay. In that agreement a flat increase of \$9.00 for all workers was granted. Were that average used in this case, a general increase of \$2.50 would be necessary. Fourth, figures were presented which showed that an increase of \$5.00 in the minimum wage, which was all the union asked, affected only a few workers in the various shops and amounted to a total increase of only \$162.00 per week for the city employers. Fifth, it was declared that the labor turnover in Philadelphia was too low and the understanding among employers too close to enable workers to shift from shop to shop endeavoring to secure higher wages because the employers, before hiring a worker, would call the shop last employing him to ascertain his wage there. Sixth, the conditions in the printing trades were such as to permit a minimum wage of \$50.00 for photo-engravers since the electrotypers, less skilled than photo-engravers, received a minimum of \$50.00 for a 44-hour week beginning May 1, 1921. The local agreement with the newspaper photo-engraving firms provided for a minimum of \$48.00 for day work. The seventh argument was based upon the degree of skill and experience required to make competent workers in photo-engraving. Other minor points were raised.

The employers replied that some of them have a labor turnover and that, by shifting from shop to shop, the workmen obtain higher wages. They pointed out that the union's request to raise the minimum to \$50.00 per week would not only involve the few men whose pay was under the minimum and an increase of \$162.00 per week for all the employers, but would really result in a general leveling up of wages. Were so small an amount involved, they asserted, the employers would have granted it before having their shops closed by strike. Figures were given regarding Chicago, where an increase in the minimum resulted in an upward

movement of the average for the journeyman workers. Second, they argued that the union contention that Philadelphia should pay what other cities pay was not sound. Conditions vary from city to city. Some cities must give inducements to get photo-engravers because those cities are less desirable to live in than others. Figures were presented showing that there were only a few cities where a higher wage is paid than in Philadelphia. Third, they held the union follows a leveling-up process as a policy. As soon as some cities pay as much as others, the attempt is made to restore the differential. It was argued that had Philadelphia several months previous increased the minimum to \$50.00, then the New York union would have pressed its demand made at the time for a minimum of \$55.00. If other cities were to be used as a basis for wages in Philadelphia, then the old agreement should be renewed unchanged since thirty-five other locals had made agreements for no minimum wage increase. Fourth, they maintained that the Philadelphia photo-engravers were not underpaid because the agreement of May 1, 1920, provided for a minimum of \$45.00 or \$1.00 more than that of New York. Fifth, they pointed out that the New York employers received higher prices for their photo-engraving than the Philadelphia. Figures were presented to show that New York is a better market for photo-engravings than is Philadelphia. Sixth, they asserted the leveling-up process could not continue beyond certain limits without injuring the photo-engraving industry. Seventh, they explained that while the electrotypers had a minimum of \$50.00, it was also the standard wage. Eighth, they maintained that business conditions did not warrant any wage increase. Unemployment figures for the larger locals were submitted. It was also shown that a decline in the value of photo-engravings sold from November, 1920, to March, 1921, amounted to 20 per cent.

Both sides made good use of their counter-replies. After the arbitrator was satisfied with the facts presented, the hearings were closed.

The decision contained a summary of the points made by both sides, followed by a consideration of the merits of the points. No wage increase was allowed at that time. It was, however, provided that should conditions in the industry improve, the case could be re-opened before October 20, 1921. Furthermore, no wage reductions were to be allowed prior to October 20, 1921. The case remained closed until the agreement expired. In the light of what happened after the rendering of the decision, it can be said that the decision was satisfactory to both sides. The union realized that its demands were made at the wrong time—in the face of a business depression.

CHAPTER VIII

SIGNIFICANT CHANGES IN CONDITIONS OF WORK WITH WHICH COLLECTIVE BARGAINING HAS BEEN CONCERNED

In the preceding discussion the collective bargaining structure and its setting in the photo-engraving industry have been examined. There remain to be pointed out some of the changes in conditions of work. To regard the various improvements in the conditions of work as a means of measuring the bargaining strength of the unions is perhaps going beyond our data. It must be remembered, however, that an accurate interpretation of bargaining power is impossible without reference to the economic features of the industry. Only the most significant changes are set forth, since they represent the main objectives of the organized employees. The points discussed are the importance of the union shop, control of the labor supply, security of employment, wage increases, and reduction in the work week.

THE UNION SHOP

The photo-engraving industry has been highly organized since the formation of the international union, although prior to that time most of the industry was on a closed shop basis in the larger cities. In this study the term "closed shop" is used as meaning the exclusive employment of union workers in the plant and the operation of the plant under an agreement with the union. It is, therefore, synonymous with "union shop." On the other hand, "open shop" is taken to describe a condition where both union and non-union employment exist, and "non-union shop" means the exclusion of union workers as a policy of the firm. Mixed employment is found to exist in certain sections of the country more than in others. The prevalence

of the closed shop in the industry varies from time to time with changes in economic conditions. Following the disastrous results of the 1922 stoppage of work, the union was materially weakened in certain sections of the country. To determine the extent of the union shop in the industry at present is difficult. Conflicting claims are made by the union, the American Association, and the Employing Association.¹ In considering the control the union exerts over labor conditions in the craft, several criteria may be useful. Briefly stated, these are as follows:

- (1) The proportion of the number of shops under agreement with the union to the total number of firms in the industry.
- (2) The ratio of union members to the total number of employees within the industry.
- (3) Finally, the proportion of the value of products manufactured under union conditions to the total value of products made by the industry as a whole.

In ascertaining the number of union shops in the industry, the writer depends upon figures emanating from several organizations. It must be remembered that these figures and claims are given out under various circumstances, some bordering on propaganda.

In 1922 the American Association stated that 69 per cent. of the firms in the commercial field of the photo-engraving industry held membership in the organization and that 146 shops were not members of the association.² Note must be made of the fact that not all firms holding membership in the American Association are closed shops. Some of the members employ non-union workers and are not under agreement with the union. Estimates vary of the number of non-union or open shops in the industry during 1925, the latest year for which statements are available. For that year the records of the international union showed that 125 plants out of a total of 825 in the United States and

¹ It should be recalled that the American Association is frequently referred to as the "closed shop" organization and the Employing Association as the "open shop" association. Cf. Chapter IV, page 52.

² *Proceedings of the Annual Convention, 1922, Report of the President.*

Canada were open shops.³ Accordingly, the union asserted that 85 per cent. of the industry is operated on the closed shop basis. A statement made by the American Association for the same year regards 114 plants out of 671 as being open shops, or about 83 per cent. of the industry as operating under union agreements.⁴ The Employing Association estimated in 1925 that 200 of the 600 plants in the industry are open shop establishments, or that about 70 per cent. of the industry is on a closed shop basis.⁵

First, it should be noted that these organizations do not agree on the number of plants in the industry. It is not entirely clear whether or not all the commercial and newspaper photo-engraving establishments are included in their calculations for the United States and Canada.⁶ The Census Bureau for 1925, reported 577 establishments for the photo-engraving industry as classified.⁷ Second, the percentage of the number of closed shops to the total number for the industry varies from 70 to 85. This is not conclusive evidence, since the size of the shops and the number of wage earners are not considered.

The proportion of union members to the total number of wage earners in photo-engraving is the second test of closed shop conditions. Table XVII may aid in making such a comparison.

Because the figures are non-comparable, it is difficult to make a close approximation of the number of union and non-union wage-earners in the industry. Many union workers are employed in open shops. However, the President of the international union stated in 1925 that there were

³ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1925, Report of the President, page 24. At a later time before the same convention, the President stated there were 165 open shops operating. *Ibid.*, page 176.

⁴ *Ibid.*, page 24.

⁵ *Ibid.*, page 24. In a letter to the writer, August 10, 1927, the Secretary of the Employing Association stated that "approximately one-third of the industry is operated on an open shop basis. We have not the exact figures and seriously doubt if anyone else has them."

⁶ The report of the President to the international union, *Proceedings of the Annual Convention*, 1924, page 14, indicates that 13 plants in the newspaper field were open shops out of a total of 125 for the United States and Canada or about 90 per cent. are closed shops in the newspaper field.

⁷ Cf. Chapter I, Table I, page 10.

TABLE XVII

THE NUMBER OF WAGE-EARNERS AND FIRM MEMBERS IN THE PHOTO-ENGRAVING INDUSTRY AND MEMBERSHIP IN THE INTERNATIONAL UNION FOR CENSUS YEARS 1904-1925

Source: Wage-earners and firm members, cf. Table I, page 13, Union membership, cf. Chart I, page 39

Year	Wage-Earners ^a	Firm Members and Superintendents ^b	Union Members ^c
1904.....	3,876	227	2,090
1909.....	5,343	233	3,224
1914.....	6,211	262	4,662
1919.....	6,769	264	5,229
1921.....	6,971	254	6,480
1923.....	8,521	298	6,579
1925.....	9,868	329	7,147

^a Includes journeymen and apprentices engaged in "Photo-Engraving not done in Printing Establishments" in the United States.

^b Many of these do not actually work on photo-engraving plates, while some hold membership in the union. The figures include all proprietors in the industry in the United States.

^c Includes journeymen and some firm members in commercial newspaper and gravure plants in the United States and Canada.

7,183 union journeymen and 640 non-union journeymen in the industry.⁸ This statement implies a 93 per cent. organization of the industry.⁹

Facts for the third criterion mentioned above are not available. The value of products of the photo-engraving industry is reported by the Census Bureau, but it is impossible to ascertain the value produced under closed shop conditions. However, the Commissioner of the American Association reported in 1922 that about 85 per cent. of the photo-engravings of the industry were produced by firms belonging to the American Association.¹⁰ Not all of the employers holding membership in the American Association operate their plants under union conditions.

Considering all factors, the Employing Association (open shop) claims that "approximately one-third of the photo-engraving industry is operated on an open shop basis. Take the City of Detroit, for instance. This city is practically

⁸ *Proceedings of the Annual Convention*, 1925, page 176.

⁹ The same authority claimed a 96 per cent. organization in 1924. Cf. *American Photo-Engraver*, February, 1924, page 234.

¹⁰ *Proceedings of the Annual Convention*, 1922, Report of the Commissioner.

100% open shop in the photo-engraving industry. All of New England, including Boston is overwhelmingly open shop. The Twin Cities, 90% open shop. Several of the largest shops in Chicago are open. As a matter of fact, New York and Philadelphia are the only two large cities of any consequence that are entirely dominated by the closed shop."¹¹ The extent of the closed shop and the degree of union strength in the industry is beyond exact determination. The approximation ventured here is that about 70 per cent. of the firms are under union agreement and 80 to 90 per cent. of the workers are members of the union.

The prevalence of the closed shop is an important factor in collective bargaining. Upon it depends the strength of the union in negotiating favorable wages, hours, and other conditions of employment. The union, by keeping several international organizers in the field to aid the locals, endeavors to prevent conditions at variance with the union shop from growing in the industry. To the employers it means difficulty in securing suitable and skilled labor in case of strikes or lockouts, difficulty in transferring work from a shop in which cessation of work has occurred to other shops, and weakened bargaining power.

The situation in the area covered by the Philadelphia local union as of May 1, 1928, was as follows.¹² There were 34 commercial and 6 newspaper plants under union agreement employing 604 journeymen and 81 apprentices. Of non-union commercial and newspaper plants there were 6 employing about 30 journeymen and a few apprentices. Thus about 95 per cent. of the industry in the Philadelphia area works under closed shop conditions.

CONTROL OF THE LABOR SUPPLY¹³

Only second to the closed shop as a matter of significance to the union is the control of the sources of the labor supply

¹¹ Quoted from a letter received by the writer from the Secretary of the Employing Association, Cleveland, August 2, 1927.

¹² Determined by actual canvass and can be verified by consulting the records in the office of the local union.

¹³ This section is based mostly upon the international and local laws and constitutions, and the local agreements.

for the industry. Although the union established closed shop conditions over the major portion of the industry at an early date, as was noted previously, such conditions cannot long prevail unless the entrance of new workers into the industry is effectively restricted. Thus, upon the closed shop and a limited labor supply the bargaining power of the union depends for any length of time. In addition to refusal on the part of union members to work with non-union men, control over the supply of workers has been maintained by the following arrangements:

- (1) High entrance fees of all applicants.
- (2) Limitation of the ratio of apprentices to journeymen in the shops.
- (3) Unusual requirements of apprentices, such as fees, age limits, length of service, and training demanded.
- (4) Union supervision of the hiring and transferring of workers.

First, the entrance fees for journeyman membership in the union are high. Upon the adoption of the original constitution in 1900, a minimum of \$25.00 as an initiation fee was established, while no maximum was set. The Philadelphia local union has always required the payment of the minimum as a membership fee. In localities over which no local has jurisdiction, journeymen may become members by being taken into the international directly. Payment of the minimum fee is required. Such a member may later transfer to a local. Since 1926 another form of membership consists of advanced apprentices who may join the union during the fifth year of apprenticeship upon the payment of \$25.00. This fee had been \$2.00 from 1903 to 1916 and \$10.00 from 1916 to 1926, according to the international constitution. Another requirement since 1913 is that journeymen having served their apprenticeship in a country foreign to the United States and Canada may become members in the union after payment of \$200. in addition to the local fee. Half of the former fee is payable to the local union and the other half goes to the international office. The union records show that only a few such workers have entered the country within the past few years. Prior to 1912 no extra fee was required from foreign journeymen.

In that year the extra fee was set at \$100., where it remained until 1915. While the international union has not questioned the effective enforcement of the United States immigration laws, it has made complaints against the Canadian authorities. Evidence was said to have been found in 1913 that several Canadian firms had paid the passage expenses of several journeymen from Europe with the understanding that they would enter the employment of the firms.¹⁴ This was regarded as a violation of the Canadian Alien Contract Labor Law. The Philadelphia local has admitted only three foreign journeymen since 1916. In one case the extra fee was waived by the Executive Council because the applicant had served his last two years of apprenticeship in the United States.

The second device for control of the labor supply is the apprenticeship ratio. In only one respect does the international impose restrictions upon the local unions on this point. In 1904 the convention by resolution instructed the Executive Council to ratify only local agreements providing for a ratio of one apprentice to four journeymen and two apprentices to seven journeymen per establishment, unless other arrangements were thought expedient for the union. In 1905 the provisions of the resolution were embodied in the general laws of the international. In 1915 the final change to date was made when the ratio of one to five was established. The President of the international union in 1916 reported 80 per cent. of the membership as working under agreements providing for the one to five ratio. The year following, practically all union men were found to be working under the provision. Within recent years several locals have made agreements allowing even fewer apprentices per shop. In addition to the shop ratio, a departmental ratio is required by the international union as follows: "One apprentice to a department, and additional apprentices to be added only upon the basis of five additional journeymen in a department. There shall be a journeyman employed

¹⁴ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1913, Report of the President.

in every department where an apprentice is allowed." This is designed to prevent overcrowding of individual branches.

The apprenticeship ratio has been one to five in Philadelphia since 1916 according to the commercial agreement, and in newspaper agreements it has been one to fifteen since 1928, while no apprentices were allowed prior to that time. No more than two apprentices are allowed in one plant and no apprentices are permitted to do night work in newspaper plants. The practice of the union as a whole is to restrict the newspaper ratio more than the commercial. The present provision in the Local No. 7 agreement in the commercial field is as follows: "The number of apprentices shall be based upon the number of journeymen employed in the shop at large, at the ratio of one apprentice to five journeymen. There shall be a journeyman employed in every department where an apprentice is allowed. In the event that the working force is reduced and the apprentices exceed the ratio prescribed in this agreement the last apprentice or apprentices employed shall be laid off to conform with the agreement, except where the excess of apprentices is due to the inability of the Union to furnish the required journeymen."

The third set of stipulations aiming to aid control of the labor supply consists of several limitations and requirements for apprentices. The first to be noted is the age limit. The age limit was first mentioned in the international constitution in 1909, when it was provided that all apprentices must be at least 21 years of age. In 1916 the annual convention amended the constitution to provide for a lower as well as an upper age limit, 16 to 21 being the requirement. The upper limit was increased in 1919 to 25 years. At present the age limit for apprentices entering the trade under union conditions is 16 to 25 years of age. In addition, the Philadelphia local requires a physical examination of all boys before entering apprenticeship. On account of the exceptional skill required of its members, the union puts another powerful restriction on the labor supply by requiring that a long period of apprenticeship be under-

gone before a worker is eligible to membership in the union. It was not until 1904 that the first rule was formally adopted by the international union requiring apprentices to serve five years before a journeyman card could be granted. Prior to that year, the locals were allowed to use their discretion. The five-year requirement has remained in force until the present, except for one year. The annual convention of 1919 made the period six years, but the 1920 convention restored the five-year requirement. The Philadelphia local agreement carried the six-year requirement during the year 1920-21. Two local unions require their apprentices to attend night school. The New York local makes attendance compulsory for all apprentices during the five-year membership period. The Philadelphia local requires attendance during the first and second years only. Thirteen other locals are making arrangements for such training.¹⁵

The Philadelphia local requires that all apprentices, for two evenings a week during two academic years, attend classes in chemistry covering the use of chemicals in photography and photo-engraving, physics as applied to optics, color, and light, and also freehand drawing. During the two years of 1923-1925 the classes were conducted in the Central High School under the supervision of the Department of Education of the city. Since 1926 the classes have met in the Spring Garden Institute. Attendance for first and second-year apprentices is compulsory and is enforced by the union, with co-operation from the local Manufacturing Photo Engravers' Association. Failure to attend may result in loss of employment by the apprentice. Those failing to pass a subject must repeat it the following year. The tuition is \$10.00 per year per student. However, many of the boys are able to recover that amount, since \$300 is offered in the way of prizes, half of which is donated by the Philadelphia Manufacturing Photo Engravers' Association and half by the union. Prizes are awarded in the following manner: fifteen ranging from \$10 to \$30, totalling

¹⁵ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1927, page 2.

\$205, for the "most meritorious work" during the school term and eleven totalling \$95, ranging from \$5 to \$30, for the "most consistent and conscientious effort." During the 1926-27 term, 61 students enrolled, of whom 23 failed to pass and had to repeat the courses. Some of these left their employment and have been replaced by others.

This type of training, by supplementing shop work with school courses in the fundamentals of the trade, is regarded as successful in developing better-trained and more technically-enlightened journeymen in the future.¹⁶ "Control over apprentice training is of vital importance to our union. The way to strengthen . . . the control is to make our union apprenticeship conform to the highest standards and practices."¹⁷ The better-trained journeyman, it is maintained, will have a greater productivity. At the end of the apprenticeship period before granting a journeyman card to the applicant, the union must be assured that the apprentice has "learned the trade." The international constitution has carried this provision since 1904.

Photo-engraving schools conducted for commercial purposes and by open shop interests are looked upon as a menace to union control and the welfare of the industry. Usually, the charge is that "it is impossible to train competent and experienced workers in our processes and work through a school curriculum."¹⁸ The American Photo-Engravers Association looks askance at the value of these schools, which although they are "intended to produce competent workmen in an incredibly short period of time have not proved their usefulness."¹⁹

The Employing Photo-Engravers' Association (open shop) "has given aid to these schools." Its secretary offers the following explanation. "There are four photo-engraving schools in the United States: the Illinois School of Photo-Engraving, Effingham, Illinois, (the oldest); the Photo-Engraving Department of Wentworth Institute, Boston, Massa-

¹⁶ *Op. cit.*, 1926, page 23.

¹⁷ *Ibid.*, 1927, page 27.

¹⁸ *Ibid.*, 1922, page 31. Cf. *ibid.*, 1927, pages 25-26.

¹⁹ *Ibid.*, 1927, page 287.

chusetts; the Empire State School of Engraving, Ithaca, New York, and the Chicago Newspaper Photo-Engraving School, Chicago, Illinois. Effingham School is a strictly commercial proposition. Its value to the industry is questionable. I know of no support that they receive from any source. The other three schools are endowed and are making a real contribution toward creating a more adequate and competent supply of workmen for the industry. The Ithaca School is quite small but is operated on practical lines. The Wentworth School has been in operation for a number of years and is rendering a wonderful service. The Chicago School is a little more than a year and a half old but has already established itself as a real institution. This organization has in the past and is prepared in the future to render financial support to its schools when needed. Our employment department renders all possible assistance to the graduates of these schools finding a place in the industry. It might be added here that the I. P. E. U. has in several instances, particularly in the Ithaca School, done everything in its power to oppose its development."²⁰

The officials and the conventions of the international union have disapproved of the teaching of photo-engraving to convicts in state and federal penal institutions as well as of the practice of making photo-engraving products in these institutions. There are only a few cases on record where the practice has been attempted. This, of course, affects the labor supply only to a very limited extent.

The fourth general factor strengthening the control of the union over the labor supply is its supervision of the hiring and transferring of union journeymen and apprentices in the closed shops. In general, the employer has the right to hire and discharge with certain limitations. The international constitution and general laws qualify the right of discharge as follows: "Upon demand, the foreman shall give in writing his reason for discharging any employee." When this is required, the business manager¹² of the local

²⁰ Quoted from a letter to the writer, August 10, 1927.

²¹ Cf. Chapter VII, pages 116-118.

union takes up the matter with the employer. "Foremen of departments in photo-engraving plants must be practical photo-engravers, and must be members in good standing in the local union." To make the closed shop more effective and the control of the labor supply more secure, the international constitution provides that "when it is in the power of a foreman or assistant foreman to employ help, and he shall employ a non-union in preference to a union man, he shall be fined not less than five nor more than twenty-five dollars (\$25.00) by the local union of which he is a member, and on the second offense he shall be subject to suspension or expulsion."

Supplementary to these qualifications of the employer's right to hire, there are local stipulations. The Philadelphia local agreements have contained the following provision since 1922: "The Employers shall employ none but members in good standing in the Union to do any work that comes under the jurisdiction of the Philadelphia Photo-Engravers' Union." Since 1913 the following provision has appeared in the local commercial agreements of Philadelphia: "In consideration of the exclusive employment of members of the Union as herein specified, the Union agrees to furnish the necessary competent help to the employers when called upon. In the event of the Union failing to furnish competent workmen, satisfactory to the employer, within 48 hours after formal request has been made, the employer may secure such workmen from other sources; provided that such men so employed must make application to become members of the Union within thirty days, and such applicant shall become entitled to membership as journeymen in accordance with the Constitution and By-Laws of the Union."

The Philadelphia employers are required to employ union men when they are available, but need not accept any or the first union man nominated by the union. The employers assert that the union, in order to fill a request for a worker, will take a man from another shop for the purpose of aiding him to secure a higher wage from the

new employer than he received from his former employer. In this way the employers are led unknowingly to compete with each other for a limited supply of skilled workers. On the other hand, the employees claim that the employers have a secret understanding or "gentlemen's agreement" not to compete for each other's workers. This is said to have had its beginning in 1904. It is regarded as a part of trade ethics that employers will not hire a man who has a job. It supposedly stands in the way of employees desiring to advance. The commercial contract effective January 1, 1928, has the following provision explanatory of the provision cited above: "The word 'satisfactory' is not to be interpreted to jeopardize any member of the Union from changing his employment."

Workers changing location must secure a "traveling certificate" from the secretary of the local union to which they belong or, if going from a city not under a local union, from the international office. This certificate must be deposited with the local secretary in the city to which they go. Presentation of an international dues book is required to get a traveling certificate as well as membership in a local or the international for at least six months previous to application. When a strike or lockout or other emergency is in progress, a local secretary may, with the approval of the Executive Council, refuse to accept traveling cards for some time. Thus a union member coming to Philadelphia must present his traveling card before he may secure employment in a photo-engraving shop.

Extremely close supervision exists over the transfer of workers from one shop to another within the Philadelphia area as well as in the international as a whole.²² The local by-laws require the following: "Before applying for work in any shop, a member must first receive the consent of the business office, and then see the Chairman of that shop,

²² The following provision is in the by-laws of the international union: "Before accepting a position, a member must first correspond with the local secretary. Failing to do so he shall be subject to trial by the local union in whose jurisdiction he accepts a position and if found guilty he may be fined a sum not to exceed twenty-five dollars (\$25.00) which fine shall be paid to that local union."

and failing to do so, may be liable to a fine not exceeding twenty-five dollars (\$25.00) for each offense." That the union enforces this rule is illustrated by the cases of discipline that were previously considered.²³ These requirements necessarily place the closed shop employers in Philadelphia and other cities in a state of dependence upon the union for furnishing the supply of skilled photo-engravers.

There is a danger of too great a restriction of the labor supply for the industry in raising the requirements for apprentices. The Commissioner of the American Association recently stated:²⁴ "Complaints about the scarcity of competent help are as numerous as ever. These are usually met with statistics from the union tending to prove the contrary. This condition is becoming more pointed from day to day and brings with it a good deal of dissatisfaction. It is directly responsible for some of the open shops now in existence and the tendency seems to be for more of that kind unless the union provides the needed relief." He asked for a well-balanced labor supply rather than an over-manning of the industry causing unemployment.

In a survey conducted by the international office of the union in 1920, it was found that the "actual" ratio of apprentices to journeymen for the union shops throughout the country was one to six.²⁵ It is argued that since the union shops do not avail themselves of the one to five ratio, there is no shortage of apprentices. The President of the international union justifies the limitation of apprentices in union shops on the basis that the "non-union shop employers more than fulfill this trade obligation."²⁶ From the same source comes the estimate that there were 640 non-union journeymen²⁷ and 525 apprentices employed in open shops²⁸—a ratio of almost one to one. The solution offered by the President of the union is "a more restricted ap-

²³ Cf. Chapter III, page 49-51. Also cf. Chapter VI, page 102.

²⁴ *Proceedings of the Annual Convention*, 1927, pages 24-25.

²⁵ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1920, pages 32-34.

²⁶ *Ibid.*, 1925, page 15.

²⁷ *Ibid.*, 1925, page 176.

²⁸ *Ibid.*, 1927, page 15.

prenticeship requirement enforced through our collective agreements with employers. However, the more intelligent procedure is not to further burden employers in agreement with us and who feel that our restrictions are too severe; the more effective and more equitable procedure is to engage in organizing activities of the greatest possible magnitude and thus bring these sources of admittance to our trade and industry under prevailing apprentice regulations and limitations."²⁹

SECURITY AND CONTINUITY OF EMPLOYMENT

After we have noted in this chapter the manner in which the union shop and control over the labor supply were secured, maintained and conducted as agencies to strengthen the position of the union in collective bargaining, some attention must be given to one of the major results of that condition. The methods of hiring workers for the photo-engraving industry in general and in the Philadelphia area have been explained.³⁰ It has also been shown that while the industry tends to be seasonal, there is little unemployment throughout the year.³¹ Additional factors enter which have not been explained previously. These matters hold for the newspaper field as well as for the commercial.

It should be noted that the labor turnover in this industry is comparatively low, especially in Philadelphia. In the case of discharge or layoff, the employer must notify the worker one week in advance, according to the local commercial agreements in force since 1913. Likewise, a worker may not leave his position without giving his employer one week's notice unless both parties agree to set aside the provision for that particular occasion. Frequently, difficulties are adjusted before the period of notification expires. The tendency for the employers in Philadelphia is to retain their working force intact as much as possible because of the difficulty encountered in selecting new employees. The "gentlemen's agreement" may affect the

²⁹ *Ibid.*, 1927, page 15.

³⁰ Cf. Chapter III, pages 50-51, also Chapter VI, pages 97-98.

³¹ Cf. Chapter II, pages 26-29.

attitude of employers somewhat.³² The waiting list of workers in the local office of the union has been low in most branches.

Although employers carry their workers over dull seasons, they frequently do so on a part-time basis. When the work schedule is reduced, certain stipulations in the local agreement since 1919 must be complied with. "Should it be necessary to reduce the working hours, the employer shall designate the hours of work provided such reduction shall be equal on each day of the week (Saturday excepted) and shall affect the entire working force. Notice of reduction of working hours must be posted at least three working days prior to the beginning of the next work week, and notice of resumption of regular schedule of working hours must be posted prior to one full working day before the change becomes effective. When the schedule of hours is reduced, such reduced time shall constitute the regular time, and work performed in excess thereof shall constitute overtime and shall be paid for at overtime rates." "Rush" orders requiring overtime work are frequently received by employers even in what may appear to be the dulllest time of the year.

Another arrangement that restricts the labor supply and adds to the worker's security in his job is the branch or department system. Each local is permitted to incorporate in its agreements the branches into which the craft is divided. These vary from local to local, but in Philadelphia there are ten branches in the commercial field, as follows: "Photographers and Strippers, Half-tone Etchers and Printers, Line Etchers and Printers, Engravers, Routers and Blockers, Color Artists, Hand Press Proofers, Power Press Proofers, Offset and Photogravure Workers, Aquetone and such other branches as may develop." This classification applies to newspaper agreements as well. It is embodied in the 1928 agreement. Power press proofers and aquetone workers were included for the first time in the 1926 agree-

³² *Loc. cit.*

ment. The former were added to prevent exchange of power and hand operators, which might have caused trouble after the power pressmen were taken into the union in 1925. The other branches have not been altered since 1913, except that in 1916 the half-tone and zinc or line photographers were combined. All journeymen and apprentices are given cards to indicate the branch in which they are allowed to work. None may do even the least amount of work in any branch other than his own without getting the sanction of the chairman of his chapel, and if permanent transfer is to be made, the permission of the business manager is essential. The latter usually brings the matter before the Executive Board for approval of his actions. Between 1919 and 1927 the local agreements provided that an apprentice may not be indentured in a branch if a journeyman in that branch is unemployed in Philadelphia.

Danger is seen by some in regard to the training of managers and superintendents for the future. Confining work to a narrowly-specialized field prevents the development of "all-around" competent superintendents and shop managers. It is maintained by local employers that a dearth of broadly-trained journeymen will result in harm to the industry. It is interesting to note here that this craft union enforces extreme specialization when, for various reasons evident in labor literature, most labor leaders condemn it. The International President of the union has at various times recommended to the annual conventions of the photo-engravers that the number of branches be made more uniform throughout the industry and be reduced in number by the locals. The 1926 annual convention of the international union went on record as favoring the reduction of the number of branches. The Commissioner of the American Photo-Engravers Association as early as 1914 advocated the abolition of branch distinctions because a flat minimum wage was set for the industry by the locals.³³

³³ American Photo-Engravers Association, *Proceedings of the Annual Convention*, 1914, Report of the Commissioner.

WAGE INCREASES IN PHILADELPHIA

In this industry two aspects of the wage trends may be considered: first, the movement in minimum wage rates set in the Philadelphia agreements; second, the average rate of wages actually paid. In considering the former, Table XVIII is helpful in showing the trend.

TABLE XVIII

WEEKLY MINIMUM WAGE RATES FOR DAY AND NIGHT WORK IN COMMERCIAL AND NEWSPAPER FIELDS IN THE PHILADELPHIA AREA—1913-1928

Source: Philadelphia Agreements, 1913-1928

Year	Commercial Scales		Newspaper Scales	
	Day Work	Night Work	Day Work	Night Work
1913.....	\$20-23	\$22.50-25.50	\$27	\$27.50
1914.....	20-23	22.50-25.50	27	27.50
1915.....	20-23	22.50-25.50	27	27.50
1916.....	26 ^a	31	27	27.50
1917.....	28 ^b	33	29	31.00
1918.....	30 ^c	35	29	33.00
1919.....	38 ^d	43	39	42.00
1920.....	45 ^e	50	48 ^f	51.00
1921.....	45	50	48	51.00
1922.....	45	50	48	51.00
1923.....	45	50	48	51.00
1924.....	50	60	53	56.00
1925.....	50	60	54	57.00
1926.....	54	64	57	60.00
1927.....	57	67	58	61.00
1928.....	60	70	58	61.00
1929.....			60	63.00
1930.....			60	63.00

^a Effective May 1 to December 1. Rate \$27.50, December 1 to May 1, 1917.

^b Effective May 1, 1917, to November 1, 1918.

^c Effective November 1, 1918, to May 1, 1919.

^d Effective May 1, 1919, to December 31, 1919.

^e Subsequent agreements began on January 1, annually in the commercial field.

^f Subsequent agreements began on June 1, annually in the newspaper field.

Several facts can be noted in the table. The trend of wages in both fields has been steadily upward in Philadelphia agreements. In the newspaper field, except recently, the minimum scale has been higher than in the commercial field. It should be noted, however, that the work week is shorter in the commercial than in the newspaper field.³⁴ Prior to

³⁴ Cf. Chapter VIII, page 150.

1913 no written agreements were made, but from the best sources available³⁵ the wage scales for commercial day work were \$16 to \$18 per week beginning in 1898; in 1900 the scale was set at \$16 to \$19; in 1903 it was raised to \$17 to \$19; in 1908 it was set at \$18 to \$20, and in 1910 at \$18 to \$22, where it remained until 1913. The night scale was somewhat higher than the day scale in commercial agreements. No data are available for the newspaper scales prior to 1913.

It should also be noted that prior to 1916 the method of setting a graduated scale of wages for the branches was followed. The lowest-paying branches were line photographing, stripping, zinc etching, routing and finishing, while half-tone and color work had the highest minimums. The 1916 agreement was the first one in Philadelphia in the commercial field to contain a flat minimum scale for all branches. This was the practice in the newspaper field even prior to 1913. The inclusion of a flat minimum rate has simplified wage negotiations considerably. The practice has been followed by nearly all of the other locals.

Since collective bargaining covers many considerations included in an agreement, it is difficult to lift out any one for separate consideration without overlooking many minor details. Some of these will be referred to briefly. There is the length of time the agreement covers. The practice during the war when economic conditions changed rapidly was to make the life of a contract comparatively short. Recently the tendency has been to make the agreements binding for a two-year period.³⁶ The length of the work week has already been mentioned. Other factors are the trend of wages in other industries as well as the trend of the minimum scales in other locals of the photo-engraving industry. It is interesting to note that the scale was progressively increased even in years of depression.

The Philadelphia minimum weekly rates for day work are in advance of the average for the other locals, according to a

³⁵ Interviews with the oldest and best informed employers and workers in the trade in Philadelphia.

³⁶ The recent commercial agreement is effective for one year only, January 1, 1928 to January 1, 1929.

statement made by the President of the international union.³⁷ In 1927, 27 locals out of 81 had agreements in the commercial field which provided for a minimum of \$55.00 or more per week for day work before expiration. The Philadelphia minimum, as indicated in the table above, was \$57.00 for 1927. There were 22 locals having newspaper agreements providing for \$55.00 before expiration. The Philadelphia rate was \$58.00 for 1927.

Minimum rates for apprentices have also been increased from time to time. These rates were first incorporated in Philadelphia local agreements in 1906 for the commercial shops and in 1926 for newspaper photo-engraving plants. In the latter the minimum scale is of small importance, since only one apprentice to fifteen journeymen is allowed and not more than two apprentices in any shop. The latest (1928-1931) agreement provides for \$10.00 to \$48.00, depending upon the time served by the apprentice. The practice has been to state the minimum per week for each of the ten half years during the apprenticeship period. The apprentice minimum scales for the commercial agreements since 1913 are presented in Table XIX. No changes were made between 1913 and 1919. The reason for the introduction of the apprenticeship scale was the employers' practice of taking advantage of the apprentices' inferior bargaining power to keep them on the same wage for several years until the apprenticeship period was served and the apprentices came under the journeyman minimum rate.

In addition to the minimum rates, another criterion to measure success in collective wage bargaining is the actual wage paid and the margin between that average and the minimum rate agreed upon in the contracts. The union favors standardizing minimum rates throughout the industry from local to local because the requirements of photo-engravers are the same everywhere. Similar skill, chemicals and processes are universally applied, so that the costs of production are uniform in different cities. Within the locals it has been found that the minimum rate stipu-

³⁷ *Proceedings of the Annual Convention, 1927*, pages 10-13.

TABLE XIX

APPRENTICE MINIMUM SCALE FOR WEEKLY WAGES
IN THE PHILADELPHIA COMMERCIAL AGREEMENTS—1913-1929

Source: Philadelphia agreements for years indicated

Apprenticeship Years	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1913
First half of first year.....	\$10	\$10	\$10	\$ 9	\$ 9	\$ 9	\$ 9	\$ 9	\$ 8	\$ 4	\$ 3
Second half of first year....	12	12	12	11	11	11	11	11	8	4	3
First half of second year....	14	14	13	13	13	13	13	13	10	5	3
Second half of second year...	16	16	15	15	15	15	15	15	12	6	5
First half of third year.....	19	19	18	18	18	18	18	18	14	7.50	7
Second half of third year....	23	23	22	21	21	21	21	21	16	9	7
First half of fourth year....	27	27	26	25	25	25	25	25	18	11	10
Second half of fourth year...	31	31	31	30	30	29	29	29	20	13	10
First half of fifth year.....	38	37	36	35	35	33	33	33	23	13.50	14
Second half of fifth year....	45	43	41	40	40	37	37	37	27	18	14

lated in the agreement does not become the maximum, standard, or average wage actually paid. However, a tendency to pay the minimum rate to most of the employees has been noticed in some of the crafts in the printing trades, such as electrotyping and stereotyping. Since 1921, the union has made annual wage surveys. Each journeyman is annually required to fill in a questionnaire, stating the amount of actual wages received excluding overtime. Table XX presents the local results of the annual surveys.

TABLE XX

AVERAGE WEEKLY WAGES PAID JOURNEMEN IN THE PHILADELPHIA LOCAL, NOT INCLUDING EXECUTIVES WHO HOLD UNION CARDS, AND THE CORRESPONDING MINIMUM DAY AND NIGHT RATES—1922-1928

Source: Information secured from the International Office

Year	Commercial			Newspaper			Gravure Average	Local Average	Local Average with Executives
	Average	Minimum	Maximum	Average	Minimum	Maximum			
1928	65.51	60	70	63.72	58	61	63.62	65.22	66.81
1927	64.03	57	67	63.33	58	61	63.27	63.91	65.43
1926	61.68	54	64	62.54	57	60	59.60	61.78	63.64
1925	60.08	50	60	58.85	54	57	62.67	59.93	61.62
1924	58.64	50	60	54.85	53	56	^a	57.92	59.80
1923	56.36	45	50	53.81	48	51	^a	56.00	^b
1922	54.00	45	50	58.11	48	51	^a	55.37	^b

^a Included with that of the newspaper.

^b No data available.

Several facts regarding this table require attention. Few workers in commercial shops are employed at night in Philadelphia; therefore the day minimum rates are more comparable with the average than the night rates. The average exceeds the minimum day rate considerably. However, about one-half of the newspaper photo-engravers are on the night shift. The newspaper average exceeds both the day and night minimum rates. The gravure average has been included with the newspaper prior to 1925 and the gravure minimum is the same as the newspaper except that for the past year a commercial gravure shop has been operated in Philadelphia. The averages exclude overtime wages and the salaries of executives holding union cards, except the last column. The "local average" includes all journeymen regardless of the type of plant in which they are employed.

The fact that the average wages are above the minimum rates indicates to some extent the effectiveness of individual bargaining by the most skilled and experienced journeymen. Several agreements have provided for a general increase of all journeymen's wages, but in the period covered by the table, only one agreement contained such a provision. The 1926 newspaper agreement required all journeymen's wages to be increased \$3.00 per week effective June 1, 1926, and an additional increase of \$1.00, effective June 1, 1927, was also granted. The minimum scale is received by only a few journeymen in Local Union No. 7. Employers maintain that while a raise in the minimum on the surface appears to affect only a few workers, it is really the beginning of a general upward movement of all journeyman wages. All workers then want their differential between their respective wages and the minimum restored (the "premium," as it is called in the trade). The employers are thus forced to increase wages all along the line. The average rises whenever a new minimum becomes effective. The average for all journeymen in the international union is comparatively high. Probably the photo-engravers are among the best-paid skilled-labor groups in American industry. "Measured by

annual income no other trade enjoys a wage as high as ours. The average income per year is from \$3200 to \$3300.”³⁸

REDUCTION OF THE WORK WEEK

Another significant change in conditions of work is the decrease in the hours of service. To trace the evolution of the present short work week, consideration will be given, first, to the working hours in the photo-engraving industry in general. At the time of the organization of the international union in 1900, the length of the work week ranged from 54 to 60 hours.³⁹ In 1906 it was reported officially that many of the locals were on a 48-hour a week basis, while other locals still worked 50 hours and more.⁴⁰ In 1909 the international constitution was amended to provide for “uniform hours not to exceed forty-eight hours per week.” It was further amended in 1918 to the effect that local agreements shall provide, whenever possible for a week, “not to exceed forty-four hours.” Constant progress by the locals throughout the industry continued to reduce the work week. The Commissioner of the American Association stated in 1918 that “the forty-eight hour week and Saturday half-holiday may now be considered universal customs in this business. The present tendency is for a forty-four hour week and no doubt in time it will come.”⁴¹ Nine locals in 1919 and nine more by January 1, 1920, had embodied the forty-four hour week in their commercial agreements.⁴²

The Commissioner of the American Association in 1920 stated that at the end of 1919 practically 80 per cent of the employers had been confronted with the 44-hour week in negotiations for the 1920 agreements. He regarded the 44-hour week as a double hardship upon the industry which,

³⁸ Woll, Matthew, Address before Milwaukee local union reported in the *American Photo-Engraver*, January, 1927, page 101.

³⁹ Schmal, Henry F., secretary-treasurer, I. P. E. U., “I. P. E. U. from a Secretarial Point of View,” *American Photo-Engraver*, August, 1925, page 658. Also cf. *Proceedings of the Annual Convention*, 1926, page 12.

⁴⁰ International Photo-Engravers’ Union, *Proceedings of the Annual Convention*, 1906, Report of the President.

⁴¹ American Photo-Engravers Association, *Proceedings of the Annual Convention*, 1918, Report of the Commissioner.

⁴² International Photo-Engravers’ Union, *Proceedings of the Annual Convention*, 1919 and 1920, Reports of the President.

in a time of prosperity, produced a further scarcity of journeymen while the cost of production was increased because work had to be done at overtime rates.⁴³ The 1921 convention of the international union amended the constitution and general laws as follows:

"Section 36. That the Executive Council shall refuse to sanction any agreement which does not provide for a working week of 44 hours or less." That year the annual convention of the American Association went on record as favoring the restoration of the 48-hour week. A similar resolution was passed in 1922. Matters came to a climax in 1922 when a cessation of work occurred in many locals chiefly on account of the length of the working week. On this score the union won and the 44-hour week remained, while in other respects, such as membership and increases in minimum rates as demanded by a number of locals, the union lost. During the past few years the 44-hour week for day work and 40 to 42 hours for night work have been almost universal in the commercial field.

The movement is now on for a 40-hour week for day work in commercial shops. The President of the international union stated in 1927 that "no one can or will seriously dispute the advisability of the 5-day work week of 8 hours work each day."⁴⁴ The fact that the printing industry is almost entirely on the 48-hour basis indicates the progress made in this respect by the Photo-Engravers' Union.

The local union of Philadelphia, by virtue of the 1898 agreement, gained the 48-hour week in the commercial field for day work.⁴⁵ Some time between 1898 and 1913 the week for night work was set at 42 hours. Forty-eight hours for day and forty-two for night work remained the maximum basic week until January 1, 1920, when 44 hours for day and 40 hours for night work became effective in the local agreement. Such has remained the standard to date.

⁴³ American Photo-Engravers Association, *Proceedings of the Annual Convention*, 1920, Report of the Commissioner.

⁴⁴ International Photo-Engravers' Union, *Proceedings of the Annual Convention*, 1927, page 14.

⁴⁵ Bevan, John R., "Early Struggles of the I. P. E. U.," *American Photo-Engraver*, Chicago, August, 1925, page 650.

In the local newspaper field, the week for day work has never been less than 48 hours, consisting of six days of eight hours each. Some of the men in the trade recall that the 44-hour week existed for a short time in newspaper photo-engraving plants for night work. It is said that in 1903 the week was increased to 48 hours, the length of the day-work week. Two reasons are advanced for the 48-hour week for night work. First, the other crafts in the printing industry operate on the 48-hour basis and a shorter week for photo-engravers would disarrange matters. Second, it was found expedient to pay the men for the lunch hour in order to prevent them from going to saloons for the midnight lunch. Since 1903 the 48-hour week for day and night work prevailed in the newspaper plants of Philadelphia. The provision "that a week's work for day or night workers shall consist of six eight-hour days, the employer to allow a reasonable lunch period during this time" has been in the Philadelphia newspaper photo-engraving agreements for many years. Since the lunch period is included in the forty-eight hours, the time actually spent on work is in some cases even less than 44 hours.

SUMMARY

It is seen that the changes in conditions of work have been numerous and of far-reaching importance. Beginning with a strong internal administrative system, highly disciplined and thoroughly organized, the union has succeeded in extending the union shop over the greater part of the industry and in securing and maintaining control over the supply of labor in the trade. Fundamentally, the photo-engravers were placed in a strategic position in bargaining with their employers because of certain economic factors in the industry—the scarcity of trained labor in an expanding industry and the necessity of training apprentices to the required skill. By virtue of these conditions the photo-engravers have obtained security in the job, regularity of employment, unusual wage rates, a comparatively short work week, numerous shop regulations, and control over

certain shop practices. Among these are the elimination of some commercial work from the newspaper plants, tending to limit price-cutting and the disturbance of what would otherwise be the non-competitive field of photo-engraving, the installation of suction fans to lessen the danger from deadly acid fumes, and other health and sanitary regulations.

CHAPTER IX

CONCLUSIONS

As a conclusion to this study, it seems desirable to bring together in a final summary, the factors influencing the bargaining structure established in the photo-engraving industry in Philadelphia. It has been the purpose of this study to interpret the methods and achievements of collective bargaining in terms of the economic background of this industry. Since no important study in labor relations can be undertaken apart from its setting, the historical method has been applied. It has been explained that a long line of inventions and discoveries were necessary in photography and engraving in order to evolve the photo-engraving industry. Prior to the development of photo-engraving, the discoveries and improvements in the graphic arts were made abroad, mostly in Europe. After the introduction of photo-engraving in the United States about 1875, American ingenuity soon made the industry a commercial success by utilizing photo-engravings in our advertising and educational systems. Moreover, the industry was freed from foreign influence by establishing tariff protection and by keeping foreign-trained workers in union shops to a minimum by high entrance fees for union membership.

It is difficult to determine definitely in all cases what is cause and what is effect in so complex a situation. Moreover, it is equally difficult to evaluate the importance of the economic factors of the industry. From the facts obtained in this study, it seems that the character of the industry is of fundamental importance in determining some of the features of the labor relations in photo-engraving. It has previously been suggested that the following factors are involved:

- (1) Small size of the photo-engraving industry.
- (2) Small units within the industry.
- (3) Concentration of the plants in the larger cities.
- (4) Relative importance of skilled labor.
- (5) Rising market for photo-engraving.
- (6) Nature of the photo-engraved products.
- (7) Slight seasonality of the demand.
- (8) Tendency toward over-expansion.

While these factors are inherent in the nature of the industry and affect the labor relations, other factors also manifest themselves. General economic conditions are influential in causing fluctuations in the demand for photo-engravings, changes in wage levels, hours and other conditions of employment, and alterations in the policies of the several organizations. The type of workers and employers, as well as their leadership, must not be overlooked. Other factors and those mentioned above will be considered in relation to their effects upon the collective bargaining process and results.

The most important features found in the labor relations of the photo-engravers may be grouped as follows:

- (1) The existence of a strong and compact trade union.
- (2) The growth of a comparatively strong employers' association.
- (3) The establishment of the union shop over the larger part of the industry and particularly in Philadelphia.
- (4) The control of the supply of skilled workers by the union.
- (5) The attainment of economic security through high wages, a short work week, and regularity of employment.
- (6) Local autonomy in collective bargaining supplemented by assistance from the national organizations.
- (7) Joint control over certain shop practices.
- (8) Comparatively peaceful labor relations in the industry.

The growth of a strong craft union can be expected in a comparatively small industry, composed of small shops, located in the larger cities, and depending upon skilled labor. The small number of workers in the industry and their concentration in the larger areas of population simplifies the problem of unionization. The high type of workers, who are mostly American-born, and the exceptionally able leadership have been strong factors in organiz-

ing the industry. Approximately 90 per cent. of the workers are affiliated with the union. In addition, a smoothly-functioning administrative system has been set up with a high degree of discipline. With the establishment of unemployment benefit systems, the union has provided further for the economic security of its members. Under such circumstances a closely-organized industry is to be expected. The employers have not been so successful in developing a strong trade association. Although about 70 per cent. of them belong to the "closed shop" association, many of these employers hold membership in the "open shop" association as well. The closed shop association has attempted to eliminate price-cutting by advocating the use of the standard scale and has aided in installing cost-accounting systems as further help to the proprietors. The small size of the industry and its concentration in the larger urban areas favor a strong employers' organization. Probably the small shop proprietors do not realize the necessity of holding membership in the employers' associations. Other factors tending to weaken the bargaining strength of the employers are individual and spasmodic action in opposing the union, the lack of a feeling of individual responsibility to effect an efficient fighting organization, the fact that business competition among the firms weakens co-operative action in dealing with the highly-organized workers, and the experience of having been craftsmen in the early years of their careers. The latter factor may have resulted from serving in and operating small shops in which the employers and workers are in close personal contact. It is generally understood throughout the industry that the employers are rather "soft-hearted" because of having served in the trade and learned to appreciate the wage-earners' problems. Capable and experienced leadership is found among the employers and their associations, both locally and nationally.

The establishment of the union shop and control of the labor supply can be expected in view of these circumstances. A strong craft union with efficient leadership in a small

industry in which the skilled worker predominates would quite naturally assert its power in establishing, maintaining and extending the union shop over the craft. The control over the training and entrance of workers into these shops is of necessity a factor in maintaining the union shop. Consequently, strict apprenticeship requirements, high initiation fees and dues, and supervision of the hiring, discharge and transfer of workers from shop to shop and city to city have resulted.

The collective bargaining program of the international union centers upon higher wages, shorter hours, and security of employment. The Philadelphia local union has been successful in attaining these objectives. Wages are exceptionally high. The 44-hour week for day work and the 40-hour week for night work in the commercial field and the 48-hour week in newspaper plants, with the employer paying for lunch time, have existed for a number of years. Efforts are now made to bring about the 40-hour week. Security of employment has resulted from the limitation of new entrants into the craft, the restriction of the labor supply by entrance requirements and short hours, and the desire of the employer to reduce labor turnover even in periods of depression and seasonal disturbances. Most of the proprietors for various reasons carry the pay-roll over the dull season. Unemployment benefit systems established by the union further secure the workers economically.

Collective bargaining is for the most part carried on locally, although some local autonomy is sacrificed in this respect by lodging authority in the national and international organizations. This is less true of the employers' associations than of the union. While the Philadelphia local may conduct negotiations with the employers and their representatives, it must in certain instances follow the channels prescribed by the international organization. This procedure tends to bring uniformity in the conditions of the wage contracts into the craft in the various geographical sections. Although skill, the technique of the process, and the uses of the product do not vary greatly between different

sections of the country, it is to be expected, in an industry of small shops clustered in the larger cities where market conditions vary, that local collective bargaining would be resorted to. Furthermore, the influence of the national and international officials is at many times during negotiations felt locally. The co-operative experiment expressed in "Clause Ten" of a number of local agreements, including that of Philadelphia, was an attempt to establish uniform conditions throughout the industry and extend the union shop. The Federal Trade Commission has recently ordered the abandonment of such practices, alleging them to be against public policy and a violation of the conspiracy laws in interstate commerce.

Joint control of certain shop practices has resulted from the settlement of disputed cases. Although no stoppage of work has occurred because of shop disputes, yet regulations have been embodied in the local agreements. The disputes arising under the agreements as well as those not provided for in the agreements are settled by the simple system of bargaining between the employer on the one hand and the workers, chapel chairman, business manager or executive committee of the local union on the other. In a few instances, national and international officials have been called in to aid in the adjustment proceedings. The influence of the small shop conditions and dependence upon skilled labor makes itself felt in the form of joint control in the shops. The type of workers supported by a strong union is another factor in the situation.

Another feature of the labor relations in this industry in Philadelphia is the comparative absence of strikes and lock-outs. Stoppages of work, it has been found, result in Philadelphia entirely from misunderstandings while making new agreements and from attempts to extend the union shop. In no cases have stoppages of work resulted directly from shop disputes. Local collective bargaining is depended upon mainly to settle the disputes resulting in stoppage of work. It is noticed that compromise is an important factor in the bargaining process. The scant use of arbitration is

evidence of this fact. The machinery established in this industry provides for ample opportunity to bargain and compromise. However, it must be remembered that it is not so much the machinery established that makes collective bargaining successful as it is the kind of men conducting the negotiations. The will to agree and work out difficulties is important in keeping the industry in operation. The small size of the shops permits both parties to see each other often and gain a mutual understanding of their respective problems. The spirit of compromise is fostered by the nature of the industry and type of men found in it. The desire for peace is not unqualified in photo-engraving. There have been occasions when both parties made a test of their respective strength by cessation of work. However, few strikes and lockouts have occurred while wages were on a high level, the work week short and security of employment fairly well assured. The union undoubtedly holds the balance of power in Philadelphia. Probably the fact that the industry was favored by a rising market has enabled the employers to grant wage increases, shorter hours and other conditions of employment even in periods of depression. Many employers wonder how long such conditions can continue before the point is reached when increased prices for photo-engravings will drive patronage from the industry. Both parties seem to realize that stoppage of work impoverishes the industry in Philadelphia. The 1922 incident, when the New York employers solicited business in Philadelphia while the Philadelphia shops were idle, is a case in point. Such practices decrease the bargaining power of the employers.

While it is difficult to predict what may happen in this industry in the future, it is not out of place to call attention to tendencies which have recently manifested themselves. The continued prosperity of the industry is essential to high wages, short hours, and security of employment, as well as peaceful labor relations. Therefore, it would be well for both parties to work in harmony. It seems advisable to find means to regularize production of photo-engravings

and the demand for these products. While no evidence seems to be at hand to indicate that the industry has reached the saturation point, further expansion may continue at a slower rate. More advertising by the photo-engraving firms may increase business. The recent influx of small shops into the industry, if continued, may be detrimental to the established firms and to the union policies, since it tends to over-development and to encourage price-cutting. The union has already taken cognizance of this tendency. It is desirable to avoid unfavorable publicity, such as resulted from the investigation conducted by the Federal Trade Commission during the past ten years. Since the industry depends upon skill and the labor supply is under the control of the union, the employers will find it advantageous to exercise due care when selecting their apprentices and to aid in the training of the future journeymen of the industry. An increase in the productivity of the future skilled artisan tends to offset the effects of high wages and other concessions affecting production costs. Although the union opposes selling stock in photo-engraving plants to its members, it is not opposed to the establishment of co-operative shops operated by the workers. While this procedure is not to be condemned entirely, the union should be careful to require the same degree of adherence to the agreements and union policies on the part of the co-operative shops as it demands from the ordinary employer. Not to do so would result in unfair competition and be detrimental to collective bargaining. The greater danger to the continued prosperity of the industry appears to come from an irresponsible exercise of the powers possessed by the union. The union has undertaken a tremendous responsibility. With the continuance of conservative leadership in the union, the industry may continue to expand and yield high wages and afford security of employment to the workers. But an abuse of this power may, even in the face of a rising market, force the photo-engraving industry in Philadelphia out of line with that in other cities or may drive patronage from this industry to others in the graphic arts. There is

also the possibility of discoveries in allied industries or crafts which may make changes in the future. The recent increase in the number of open shops in the industry is evidence of what may happen should the union enforce unreasonable demands.

GLOSSARY

OF SOME OF THE TERMS USED BY PHOTO- ENGRAVERS WHICH ARE MENTIONED IN THIS STUDY BUT NOT DEFINED IN THE TEXT¹

ACID-RESIST—A solution, such as ammonium bichromate, which when exposed to light becomes insoluble in etching acids. It protects the parts of the metal plate covered by it against the corroding action of the chemicals used during the etching operations. The subject is, thus, etched into the plate. The term is synonymous with *acid resistant*.

ACID BATH—The acid solution used to produce an etching.

BEN DAY PROCESS—The method of adding tints to an otherwise black and white negative film in the operation before printing on metal. Named after the discoverer of the method and inventor of the Ben Day Screen used in the process.

BITE—A single period of etching on a metal plate.

BLOCK—An engraved plate when mounted type high.

BURNING-IN—Heating the enamel coating on a metal plate until it carbonizes and becomes acid resistant.

COLLODION—A solution of alcohol, pyroxylin, ammonium iodide, cadmium bromide, etc., used in the wet-plate process in making and developing the negative film. Stripping collodion is similar to negative collodion and is applied to the film during stripping operations.

COLOR FILTERS—The partly transparent isinglass or gelatin film placed before the camera lens when exposure is made during the photographing of colored copy. Each filter is colored. A filter of a complementary color eliminates two primary colors and their shades and allows the shades of the third primary color of the original subject to register on the negative in the camera. For example, a green filter is used when making a negative in red since the green filters all combinations and shades of blue and yellow.

COLOR PROCESS WORK—Making a set of printing plates consisting of one plate for each of the primary colors to be reproduced from the original copy, hence, the two-color, three-color, or four-color process. Each plate is made similarly to the black-and-white half-tone or line plate except that each plate is prepared to come in contact with its corresponding ink when printing. In the four color process, black is the fourth color. It is used to add shades of gray since the inks are not perfect.

¹ Explanation of these terms is based upon interviews, observations in the shops and literature in the field.

- COMBINATION PLATES**—A printing plate of which a part is half-tone and the remainder line etching, and in which the two processes are combined in the plate for printing in one color. This is usually accomplished by combining the negatives during the stripping operation.
- COPY**—Any subject, whether drawing, painting or object, submitted for photo-mechanical reproduction. An original copy placed before the photo-engraver's camera.
- COPY-BOARD**—The board to which the original copy is affixed for photographing.
- CUTTING**—The operation of reducing the size of the dots in a half-tone negative with chemicals when developing the negative.
- CUTTING SOLUTION**—The solution so used during the cutting operation.
- DIRECT PROCESS**—The descriptive term used when the plate is made by getting the half-tone negative direct from the object (such as jewelry, cutlery, linens, etc.) instead of from a photograph or drawing, as is the usual custom.
- ENAMEL**—The coating on a metal plate which on being carbonized by heat, becomes a strong acid-resistant.
- ETCHING**—Engraving by acid corrosion. In flat etching the plate is immersed in the acid. In re-etching the artisan carefully applies the acid by hand and brush. The engraving thus made.
- ETCHING BATH**—Synonymous with acid bath.
- ETCHING INK**—Ink made to resist acid. It is applied when printing on metal.
- ETCHING POWDER**—An acid-resisting powder. Usually a resin.
- ETCHING TUB**—A shallow acid-proof box in which the etching bath flows back and forth over the metal plate being etched. Various mechanical devices are installed to agitate the acid bath.
- EXPOSURE**—The act of submitting to the action of light sensitized surfaces, such as wet or dry plates; also the sensitized metal which is thus made an acid resistant and becomes insoluble in the etching acids. It is also applied to the time occupied in the act.
- FILM**—Any thin skin of albumen, collodion, gelatin, fish glue, or other substances usually formed by the evaporation of the solvent.
- FINISHING**—The operation of putting the finishing touches to the plate, by the use of engraving tools, and performed by the engraver or finisher.
- FLAT**—The glass sheet upon which several negative films are laid close together before the next operation, printing on metal, begins. This work is usually done by the stripper.
- FOCUS**—When the image on the ground glass in the rear of camera is as sharply defined as possible it is said to be "in focus."
- GLUE**—The glue derived from the bladders of certain fishes used in making the light-sensitive enamel with which the metal plates are coated previous to exposing to light under the negative. This enamel becomes insoluble and acid resisting upon exposure to light, augmented by heat.
- HALF-TONE**—A printing plate made from a negative film photographed through a half-tone screen. The purpose of the half-tone is to add

intermediate tones and graduations to the solids of black and white produced by the unscreened camera.

HALF-TONE SCREENS—A transparent medium, usually glass, with parallel opaque lines. Usually, two such glass sheets are joined together with an invisible cement in such a way that the parallel lines of one sheet cross perpendicularly to the lines on the other sheet. The screen is placed in the camera directly in front of the wet plate holder and behind the lens. The light passing through the screen during exposure is broken up with the result that shades and middle tones are added to the image on the negative film. The object or image then consists of half-tone dots or in some cases of lines. The number of lines or dots to the inch varies from fifty to over four hundred.

HIGH LIGHT HALF-TONE—A half-tone from which the half-tone dots have been etched away in the highlights. These are mainly used in the reproduction of pencil drawings, crayons and other light copy. They are also known as drop-outs.

IMAGE—The picture on the ground glass in the camera, on the negative, or on the metal.

LENS—The lens used in the photo-engraver's camera.

LINE-ETCHING—A printing plate made by the photo-mechanical process as in the case of the half-tone except that no screen is used during photographing.

LINE WORK—Making a photo-engraved plate without the use of the half-tone screen. A reproduction from a copy composed of solid black, black lines, or both. It is one of the two processes of making photo-engravings, the other being the half-tone.

LITHOGRAPHY—Making a printing plate to be used in the offset or other lithographic press.

LITHOTONE—The trade name given to a special half-tone, the printing surface of which is made up of lines instead of dots as in the ordinary half-tone.

METALITHOGRAPHY—The term applied by lithographers when a metal plate instead of a lithographer's stone is prepared for the printing surface.

MEZZOGRAPH—A printing plate made on the same principle as the half-tone, being handled in precisely the same way except that instead of using a cross-lined glass screen in making the negative, a "mezzograph" or grained screen is used.

MIDDLE-TONES—The tones between highlights and shadows in a half-tone. The graduations from solids of whites and blacks produced by the intermediate sizes of the half-tone dots.

MORDANT—Any corrosive liquid, such as nitric acid or bichloride of iron, used to etch zinc and copper or other metal.

NEGATIVE—The term usually applied to films in which the lights in a subject are shown dark and the darks light.

OFFSET-PRINTING—The indirect method of printing as used on some lithographic presses. The impression by the plate is first made upon a rubber belt which in turn transmits the picture or design to the

paper or other substance. This method is not used in the ordinary letter press using photo-engraved plates.

PHOTOGRAVURE—A flat printing plate made in intaglio with the printing surface below the level of the plate. The opposite of relief plates. The print on metal is made from a positive film instead of from a negative as in the case of photo-engraving and relief work. A special printing press is required. Its commercial importance results from the good results obtained in printing delicate shades upon relatively poor paper, such as newsprint.

PLATE—The name given to a sheet of glass holding the negative film while in the camera. It is also applied to the sheet of metal containing the design, the printing plate.

PLATE-HOLDER—The light-tight case that holds the sensitive plate for exposure in the camera.

POWDER—The term applied to the finely ground resin used to resist the action of acid during etching.

PRINT—The positive image produced upon the sensitized metal plate after exposure to light under the negative. This is accomplished by means of a printing frame.

PRINTING FRAME—The frame in which are placed the sensitized metal plate and the flat containing the negatives for printing on metal.

PRINTING ON METAL—The operation of preparing the sensitized metal, placing it into the printing frame together with the flat, exposing before a strong light, and “fixing” or developing the image on the metal plate in preparation for etching.

PROCESS WORK—Synonymous with photo-engraving. It is the term given to all photo-mechanical processes, principally to black-and-white process work and to color process work.

REPRODUCTION—The act of duplicating by photo-engraving. A print made by photo-engraving.

ROTOGRAVURE—Sometimes rotogravure. The process of engraving on a cylinder by intaglio instead of on a flat surface as in photogravure. These cylinders are used in a special press for intaglio printing. The process has reached its greatest commercial development in printing the brown pictorial section of certain Sunday newspaper editions.

ROUTER—A machine with a cutter revolving at a high speed for removing metal not wanted in an engraving. The term is also applied to the worker operating the machine.

SENSITIZING—The act of making a film or metal plate sensitive to the action of light.

STAGING—Applying acid-resistant to such parts of a plate which do not require to be etched, or to such parts that have been sufficiently etched between successive bites.

SILHOUETTING—Cutting out the background of a picture.

SHADOWS—The darkest parts of a half-tone. The black dots in the areas darker than the middle tones overlap each other to the extent that the white dots on a black background, graduating in size from the middle tones to the vanishing point, interpret the various degrees

of shading. More ink is imparted to such areas of the printed surface than to those of the middle tones and highlights.

VIGNETTE—A half-tone engraving in which the subject shades off to nothing.

WET PLATE—Plate made by the wet collodion process (the sensitive plate is exposed in the camera while wet) to distinguish it from a dry plate.

WHIRLER—The machine to which the plate is attached face downward and whirled over a heated space so as to give it an even coating of the sensitive substances.

ZINC ETCHING—The act of engraving on zinc with etching fluids. A relief plate made by line work and line etching.

ZINCOGRAPHY—Photo-engraving on zinc. Also used of lithographing by photo-mechanically reproducing the image on zinc instead of the lithographer's stone.

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APPENDIX A

CONSTITUTION AND GENERAL LAWS OF THE INTERNATIONAL PHOTO-ENGRAVERS' UNION OF NORTH AMERICA

In Effect December 1st, 1927

Affiliated with the American Federation of Labor

CONSTITUTION

ARTICLE I

NAME OF JURISDICTION

SECTION 1. This organization shall be known as the "International Photo-Engravers' Union of North America."

SEC. 2. Jurisdiction of this organization shall extend over all workers engaged in and include all methods and processes and parts thereof, of reproducing likenesses of whatever character or description reproduced by means of photography or otherwise and used for printing purposes. Included among the branches of photo-engraving, lithography, photogravure, etc., shall be artists, soft metal, label and wood engravers and all other branches that may develop from time to time.

SEC. 3. Wherever the name of photo-engraving or photo-engravers appears it shall be interpreted and construed to include and to apply to all branches of work and all craftsmen coming under the jurisdiction of this organization.

SEC. 4. The International Photo-Engravers' Union shall have the sole and exclusive power to establish subordinate unions of those engaged in branches of work coming under the jurisdiction of this organization.

ARTICLE II

CONVENTION AND REPRESENTATION

SECTION 1. The International Photo-Engravers' Union shall meet in convention annually on the third Monday in August, unless otherwise directed by a preceding convention, and shall meet at such place as the delegates decide.

SEC. 2. Subordinate unions shall be entitled to representation in convention of the International Union as follows:

Unions with 50 members or less, one (1) delegate; more than 50 and less than 150, two (2) delegates; 150 and less than 300, three (3) delegates; 300 and less than 500, four (4) delegates; 500 and less than 1,000, five (5) delegates; more than 1,000, six (6) delegates.

No union shall have more than six delegates. Two or more subordinate unions have the power of combining and electing one delegate, if they so desire, said delegate to be a member in good standing in one of said unions; *Provided*, that the certificate of a delegate so chosen shall be signed by the President and Secretary of each of the unions, together with the seal of each organization he represents. The expenses of the attendance of said delegate on the annual session of union shall be defrayed by the subordinate unions they respectively represent. Each delegate shall be entitled to one vote.

SEC. 3. The number of delegates to which a union shall be entitled must be determined by the actual number of its membership on the last day of June preceding the meeting of the International Union.

ARTICLE III

ELECTION OF DELEGATES

SECTION 1. The election of delegates to the International Union shall be held during the months of June or July at the regular meeting of the union, *or by referendum vote*.

SEC. 2. Delegates elected must be furnished for presentation to this International Union with a certificate of election supplied by this International Union, to which the seal of the subordinate union, embossed thereon, shall be attached.

SEC. 3. Certificates of the election shall be made in duplicate, and the Secretary of the union shall forward one copy for each delegate elected to the Secretary of this International Union within thirty days after election, endorsing the name of the alternate on the back thereof. The other certificate shall be given to the delegate previous to his departure for the convention.

SEC. 4. It shall be the duty of each subordinate union electing a delegate or delegates to elect an alternate delegate or delegates.

SEC. 5. No member of a subordinate union shall be eligible to election of delegate unless he shall have been a member for a period of twelve consecutive months, immediately preceding date of nomination. A member leaving the jurisdiction of a local union within such twelve-month period of continuous membership, and returning within a period of three months shall be eligible to election of delegate.

SEC. 6. The Secretary before the meeting of the International Union, shall prepare a roll of delegates elected and place thereon the names of such persons as have been duly elected in accordance with the laws of the International Union. In cases of contests, the names of the parties claiming election shall be submitted to the Executive Council at least one month previous to the convention for a decision. Its decision shall be final.

SEC. 7. No delegate shall be entitled to vote in the convention of the International Union whose union has not previously paid over to the proper officers the per capita tax and all indebtedness of his union, up to and for the month of June.

SEC. 8. *Obligation.* The following obligation shall be administered to each and every delegate of the International Photo-Engravers' Union of

North America, immediately after the report of the Committee on Credentials:

"I (repeat name) (individually) solemnly swear (or affirm) that I do not belong, nor will I belong at any time in the future, to any society or combination composed wholly or partly of members of this International Photo-Engravers' Union of North America, or any other union under its jurisdiction, the intent and purpose of which is to interfere with the trade regulations or influence or control the legislature of this or any other union, or the selection or election of any officer or officers.

"I further promise not to divulge any proceedings except to those entitled to such."

ARTICLE IV

BUSINESS OF THE CONVENTION

SECTION 1. The convention shall assemble at 9 o'clock a. m. (or as soon thereafter as convenient for the delegates) on the first day of the meeting.

SEC. 2. *Quorum.* A majority of the delegates obligated at the convention of this Union shall be necessary to form a quorum for the transaction of business.

SEC. 3. *Standing Committees.* The President shall, immediately after the roll call, appoint the following standing committees with the approval of the convention:

(a) A Committee on Credentials, to whom shall be referred the credentials of all members and report thereon to the Union as speedily as possible.

(b) A Committee on Appeals and Grievances, to whom shall be referred all appeals and grievances.

(c) A Committee on Law, to whom shall be referred all proposed Laws.

(d) A Committee on Resolutions, to whom shall be referred all resolutions, petitions, memorials and communications.

(e) A Committee on Officers' Reports, to whom shall be referred the yearly reports of all officers and organizers, with the exception of the Secretary-Treasurer for consideration. This committee to report and make recommendation to the convention on all policies outlined for the future guidance of the organization and the Executive Council.

(f) A Committee on Finances, to whom shall be referred the yearly report of the Secretary-Treasurer and all other matters pertaining to finances coming before the convention.

SEC. 4. *Special Committees.* Special committees shall be appointed when necessary to relieve standing committees, or advisable when proposed legislation requires more time for examination and consideration than the standing committee can devote thereto.

SEC. 5. The above committees shall consist of five members each, unless enlarged by consent of the convention and the first-named member of each committee shall be the chairman.

SEC. 6. *Rules of Order.* Rule 1. The convention shall be called to order at 9 a. m., remain in session until 12 o'clock noon. Reassemble at 2 p. m. and continue in session until 5:30 p. m.

Rule 2. If a delegate, while speaking be called to order, he shall, at the request of the chair, take his seat until the question of order is decided.

Rule 3. Should two or more delegates rise to speak at the same time, the chair shall decide who is entitled to the floor.

Rule 4. No delegate shall interrupt another in his remarks except it be to call him to a point of order.

Rule 5. A delegate shall not speak more than once on the same question until all who wish to speak shall have had an opportunity to do so.

Rule 6. A delegate shall not speak more than twice upon a question without permission from the convention.

Rule 7. Speeches shall be limited to ten minutes, but the time of the speakers may be extended by the vote of the convention.

Rule 8. A motion shall not be open for discussion until it has been seconded and stated from the chair.

Rule 9. At the request of five members, the mover of a motion shall be required to reduce it to writing.

Rule 10. When a question is pending before the convention, no motion shall be in order except to adjourn, to refer, for the previous question, to postpone indefinitely, to postpone for a certain time, to divide or amend, which motions shall have precedence in the order named.

Rule 11. Motions to lay on the table shall not be debatable.

Rule 12. A motion to reconsider shall not be entertained unless made by a delegate who voted in the majority. Motion to reconsider to be decided by a majority vote.

Rule 13. Any delegate failing to present his card within fifteen minutes after the convention is called to order shall be marked absent, but in the event of unavoidable absence, he may so report to the Secretary and be marked present.

Rule 14. It shall require at least three members to move the previous question.

Rule 15. All resolutions shall bear the signature of the introducer and the title of his Union.

Rule 16. No motion or resolution shall be voted upon until the mover has had a chance to speak, if he so desires. This rule is not to be construed as conflicting with Rule 2.

Rule 17. No resolutions shall be received after the third night's session without unanimous consent of the convention.

Rule 18. A delegate rising to speak shall designate his name and the local he represents.

Rule 19. Roberts' Rules shall be the guide on all matters not herein provided for.

Rule 20. The main body of the hall shall be reserved for delegates. No persons other than duly elected delegates, officers and all members of the I. P. E. U. in good standing, so long as they may act with the proper decorum, may be present during sessions of the International Union, except by consent of the convention.

SEC. 7. *Order of Business.*

1. Roll call.
2. Reading of minutes.
3. Petitions, memorials, correspondence, etc.

4. Resolutions, motions and notices.
5. Report of standing committees.
6. Report of special committees.
7. Unfinished business.
8. New business.
9. Adjournment.

ARTICLE V

LEGISLATION

SECTION 1. The International Photo-Engravers' Union may enact and enforce laws for its government and that of subordinate local unions, and members thereof, throughout its jurisdiction.

SEC. 2. The laws of the International Photo-Engravers' Union shall be embodied in:

(a) The Constitution; which shall contain the fundamental principles and relations for the government of the International Photo-Engravers' Union of N. A., and its subordinate local unions.

(b) The General Laws; which shall provide for the more specific regulation and conduct of the affairs of the International Photo-Engravers' Union of N. A., its subordinate local unions and members.

(c) Resolutions; which shall be considered as only expressing policies and regulations to which the voluntary acquiescence of all is solicited and without carrying with it the binding force of laws unless enacted into law by subordinate local unions.

SEC. 3. The convention of the International Photo-Engravers' Union shall have the power to amend the Constitution, General Laws and Resolutions, provided that any amendment which has for its purpose the removal of any existing law which requires reference to a vote of local unions or the individual members can only become effective when approved by a referendum vote. All legislation in which an increase of taxation, the increase of *the minimum or maximum limitations placed upon the Defense Fund*, or International Officers' salaries is proposed must be submitted to a referendum vote of the individual members. The convention may refer all other legislation it deems expedient for final action to all local unions.

SEC. 4. Any local union in good standing with the International Photo-Engravers' Union of N. A., shall have the right to present to the Secretary-Treasurer of the International Union, for the convention's consideration, any proposition or proposed amendment. When properly submitted, said propositions or proposed amendments shall have equal consideration by the convention with propositions or proposed amendments introduced by local unions having delegates in attendance at conventions.

SEC. 5. All constitutional amendments proposed by local unions that are acted upon favorably by the convention and such other legislation as the convention itself may decide upon, may be referred to subordinate local unions for final action within fifteen days after adjournment of the convention, together with a brief statement containing the reasons which prompted the convention's action. It shall then be the duty of subordinate local unions to discuss and vote upon the proposed amendments at the

regular meeting immediately following the receipt of said proposed amendments, provided that local unions must vote on said proposed amendments not later than October 15th. The vote of local unions upon said proposed amendments must be immediately filed with the Secretary-Treasurer of the International Union, and all votes must be in his hands not later than October 20th, when the President of the International Union, or his proxy, the Secretary-Treasurer of the International Union, and one member of the local union in the city where the office of Secretary-Treasurer is located, who shall be selected by the President of the International Union, shall proceed to count the vote and record the vote of such local unions, for or against the proposition, according to the following apportionment: Local unions having a membership of fifty (50) or less shall be entitled to one vote; local unions having a membership of more than fifty (50) and less than one hundred and fifty (150) shall be entitled to two votes; local unions having a membership of more than one hundred and fifty (150) and less than three hundred (300) shall be entitled to three votes; local unions having a membership of three hundred (300) and less than 500, shall be entitled to four (4) votes; local unions having a membership of 500 and less than 1,000 shall be entitled to five (5) votes; local unions having a membership of more than 1,000 shall be entitled to six (6) votes. Should a majority of the votes cast be in favor of the amendment or proposition it shall go into effect on the date fixed in Section 6.

SEC. 6. All new laws, or amendments, adopted by referendum vote or by a convention of the International Photo-Engravers' Union of N. A., shall be in force and in effect on December 1st, following, unless otherwise provided for at the time of adoption.

SEC. 7. All conflicts with laws, amendments approved and adopted are hereby repealed and the Secretary-Treasurer authorized and directed to make the necessary changes.

ARTICLE VI

ELECTIVE OFFICERS

SECTION 1. The elective officers of the International Photo-Engravers' Union of North America shall be a President, First, Second and Third Vice-Presidents, and Secretary-Treasurer. They shall be elected at the regular convention and serve for one year or until their successors have qualified, and they shall constitute the Executive Council. All officers of the Union shall at the expiration of their term of office, or on demand, turn over to the Union all properties in their possession belonging to the Union.

The officers shall attend the regular convention and shall have a voice, but no vote, in the convention.

There shall be elected at each convention three associate editors.

SEC. 2. *Nominations.* The nominations to the several offices of the International Photo-Engravers' Union of N. A., shall be the first order of business at the forenoon session of the fourth day of the convention. The names of the candidates for office shall be placed in nomination in the

following order: President, First Vice-President, Second Vice-President, Third Vice-President, Secretary-Treasurer, and Associate Editors.

SEC. 3. *Election.* The Secretary-Treasurer shall cause the names of all the nominees to be printed on an official ballot, and the election shall be by secret ballot. The election of officers shall be the first order of business on the fifth day of the session. It shall require a majority of all votes cast to elect. If there are more than two candidates for an office, the one receiving the lowest number of votes shall be dropped on each succeeding ballot.

SEC. 4. *Eligibility.* Any member of the International Photo-Engravers' Union of North America, who has been in continuous good standing for a period of three years, shall be eligible for office in the International Union.

SEC. 5. *Installation.* The newly elected officers shall be obligated immediately after their election, but shall not take office until thirty days thereafter.

SEC. 6. *Obligation.* The newly elected officers, when installed, shall take the following obligation: "I (giving name) do solemnly pledge my word and honor, in the presence of this Union, that I will faithfully perform the duties of the office to which I have been elected to the best of my ability, for the honor and welfare of the International Photo-Engravers' Union of North America."

ARTICLE VII

SECTION 1. In case of vacancy of any of the elective officers or representatives, by whatever cause the vacancy may have occurred, the Executive Council is authorized and directed to fill such vacancy from among its own members and members of the I. P. E. U., and may, if it deems time and conditions opportune, refer the election of a successor to the delegates of the convention immediately preceding the occurrence of such vacancy.

ARTICLE VIII

DUTIES OF OFFICERS

SECTION 1. *The President.* The President shall attend and preside at all meetings of the International Photo-Engravers' Union during his term of office; he shall have the casting vote whenever there shall be an equal division on any question, except where he shall have voted on the call of the yeas and nays, he shall at all times exercise a general supervision over all officers of the International Photo-Engravers' Union, requiring a faithful performance of duties and a strict, business-like manner of keeping all accounts, paying out money and conducting correspondence; he shall, with the Secretary-Treasurer, see that all moneys belonging to the International Photo-Engravers' Union, are properly deposited in responsible banks to the credit of the International Photo-Engravers' Union, and money shall be drawn from such banks only by check signed by him and the Secretary-Treasurer, and only then when fully satisfied that such money is lawfully and justly due the person or persons for whose benefit the check is drawn; he shall appoint an Auditing Committee of three to

examine and audit the accounts of the Secretary-Treasurer quarterly for the quarters ending August 31st, November 30th, February 28th, May 31st, of each year, said committee to be composed of members of the local union of which the Secretary-Treasurer is a member; he shall at the close of each year see that the accounts of the Treasurer with such banks are balanced, and a sworn statement to that effect shall be published, together with all receipts and disbursements of the International Photo-Engravers' Union; he shall be chairman of the Executive Council, and preside at all meetings, and shall have the right to vote upon all questions submitted to it; he shall properly discharge the duties of his office; he shall have direct authority and supervision over the tuberculosis department, and shall be empowered to appoint an Advisory Visiting Committee, when deemed necessary; he shall, with the sanction of the Executive Council, appoint, oversee and direct the operations of organizers; he shall have authority, should he become satisfied that any officer is derelict in the performance of any duty, or has been guilty of any dishonest act, to suspend such officer from his official position. In such event he shall furnish the officer so suspended with a detailed statement of his reasons for so doing, and shall also forward to the Vice-President a similar detailed statement, who shall thereupon appoint the Executive Council to try such suspended official upon the charges presented by the President, and in accordance with the law to govern impeachment and trial; he shall, before accepting the official bond of any officer, be satisfied that such bond is valid and in proper form, and for that purpose he is hereby empowered and instructed to take competent legal advice upon the matter; he shall in case of mismanagement or misappropriation of any funds of the International and subordinate unions by any official charged with the custody, collection and disbursement thereof, at once proceed to collect the same from the official in default; or, in the event of the failure of such official to make good such deficiency, institute legal proceedings against such defaulting officer and his sureties. The President shall have power to appropriate moneys for organizing purposes or for representation at labor conferences, when deemed advisable by the Executive Council. He shall be furnished with the names of all delegates elected by local unions to serve at our International Conventions, by the International Secretary. He shall appoint such committees and summon them to appear before the regular set date of the convening of the International Convention, as he may with the approval of the Executive Council deem advisable, in order that the business of the International Convention may thereby be expedited. He shall devote his time exclusively to the business of this organization and perform all duties required of him by the International Laws and the Executive Council.

SEC. 2. *Vice-Presidents.* One of the Vice-Presidents shall preside over meetings of this Union whenever called upon to do so by the President.

SEC. 3. *Secretary-Treasurer.* The Secretary-Treasurer shall attend all meetings of the International Union, and shall devote his whole time to the duties of this office. He shall have on hand at the opening of the convention all books and records covering financial transactions of this Union, and all such other books and records as may be necessary to transact busi-

ness properly at convention. He shall keep a correct record of all proceedings of the convention, and immediately after final adjournment publish the same, with all other business transacted at the convention, and distribute copies to subordinate unions. He shall publish the revised Constitution and By-Laws, and furnish a sufficient number to subordinate unions free of charge. He shall furnish secretaries of subordinate unions with uniform monthly report blanks, also uniform quarterly report blanks. He shall receive all moneys from subordinate unions, be custodian of all International funds, and deposit same in some responsible banks in the name of the International Photo-Engravers' Union of North America, and shall pay all orders drawn on him by the President that have been authorized by this body. He shall keep accurate accounts of all receipts and expenditures, and exhibit vouchers for the same.

He shall furnish the President, and all local unions each month with a statement as near in detail as he may consider advisable and possible, of the finances of the International and the standing of subordinate unions. He shall send all receipts for money received from financial officers to the disbursing officer of said unions. He shall notify the president of any local union failing to pay per capita tax and assessments in the time fixed by law. He shall submit his books and accounts at least once every three months to be audited as provided for in the duties of the President. He shall keep files of all documents and copies of correspondence. He shall perform such other duties as shall be ordered by the Union; he shall give bond to the President, from a solvent guarantee company, of an amount to be decided by the Executive Council previous to assuming office and within thirty days after his election, which bond shall be approved by the President and Executive Council, cost of bond to be defrayed by the International Union. He shall be Secretary of the Executive Council; he shall furnish to each subordinate union, prior to the election of delegates, with two (or more when needed) copies of blank delegate certificates of election. He shall have power to procure all necessary printing required by the officers in conducting the official correspondence and other business of the union. The Secretary-Treasurer to be the International statistician. He shall keep a complete record, to be collected once a year, from all shops throughout the country, number of journeymen and apprentices employed therein, and all other statistical matters of interest to this Union. It shall be imperative on the secretaries of all subordinate unions to supply him with all data. He shall notify the secretaries of all local unions monthly, of all applications for membership, rejection, expulsions, suspensions and reinstatements reported by subordinate unions. He shall also, at the same time, report all official matters of interest to the membership.

He shall be empowered to secure whatever help is necessary to perform the duties of the office, subject to the approval of the International President, and perform such other duties required of him by the International Laws and the Executive Council.

SEC. 4. *The Sergeant-at-Arms.* It shall be the duty of the Sergeant-at-Arms to guard the door of the convention hall and to assist the presiding officer to maintain order during the meeting.

ARTICLE IX

IMPEACHMENT

SECTION 1. Any officer or representative of the International Photo-Engravers' Union may be impeached by the Executive Council. If charges are proven, shall be disqualified to further discharge the duties of his office, and a successor shall be appointed, as provided for. Impeachment proceedings may be conducted by the Executive Council by written communications, sworn affidavits and investigation.

ARTICLE X

EXECUTIVE COUNCIL

SECTION 1. The Executive Council shall have general supervision of the business of the International Photo-Engravers' Union. The President shall be chairman and the Secretary-Treasurer shall be secretary of the Executive Council, and both shall have a vote on all questions. It shall decide all questions submitted to it and provided for under the constitution and General Laws. It shall be authorized to select the delegates to the American Federation of Labor.

It shall be authorized to provide for a plan, or contract for Group Insurance covering all journeymen and apprentices commencing with the third year of their apprenticeship, to the amount of one thousand dollars each, to be administered by the Executive Council subject to such change, amendments and direction by the International Union through convention, referendum action or vote, and as is provided in the Constitution and General Laws of the International Photo-Engravers' Union.

SEC. 2. In voting on business coming before the Executive Council between meetings, each member shall be furnished by the Secretary-Treasurer with a copy of documents sent him by locals or persons interested in a case, and shall call for an opinion, which must be filed with him within thirty days. The President shall compile same, and, accompanied with copies of all opinions, the Secretary-Treasurer shall submit the case before the Council for final action. The opinion and vote shall be filed separate in each case.

ARTICLE XI

SALARIES AND EXPENSES

SECTION 1. The salary of the President shall be \$150.00 per week. The salary of the Secretary-Treasurer shall be \$125.00 per week. The salaries of General or Special organizers, officers and representatives and all office employees shall be determined in each individual case by the Executive Council.

SEC. 2. All officers shall be present at the conventions and all expenses incurred shall be allowed by the International Union. Organizers shall be present at all conventions if it be deemed advisable by the Executive Council. In that event their railroad fare by the shortest route, and hotel expenses, not to exceed \$5 per day, shall be paid by the International Union.

SEC. 3. All expenses incurred by officers, organizers, representatives, delegates, etc., provided for under the Constitution and General Laws shall only be honored when approved by the President, subject to review by the Executive Council in the event of any question arising regarding particular items of expense.

ARTICLE XII

REVENUE

SECTION 1. The revenue of the International Photo-Engravers' Union of N. A., shall be derived from charters; to subordinate unions, \$10 per charter; from supplies at prices fixed by the Executive Council; from per capita tax on journeymen and apprentice members, tuberculosis, general and special assessments as hereinafter provided for and from incomes derived through the official journal.

Moneys received through the official journal shall be placed into a special journal fund. All moneys derived from monthly per capita tax shall be divided into *four* separate funds as follows: *one dollar to the Insurance Fund*, the remainder to be distributed on the following basis: 55 per cent to the General Fund, 25 per cent to the Defense Fund, and 20 per cent to the Tuberculosis Fund.

SEC. 2. Every *journeyman* member shall pay in the International Photo-Engravers' Union *two dollars* per capita tax monthly, and on payment of same, shall receive from the local union in which membership is held, International Dues Stamps so cancelled by the local officers as to indicate the month or months for which International dues have been paid.

SEC. 3. *Apprentices on entering their third year of apprenticeship shall pay to the International Photo-Engravers' Union, one dollar per capita tax monthly.* Advanced apprentices shall pay the International Photo-Engravers' Union *one dollar and fifty cents* per capita tax monthly, and, on payment of same, shall receive from the local union in which advanced apprentice membership is held, International Dues Stamps so cancelled by the local officers as to indicate the month or months for which International dues have been paid.

SEC. 4. December 1st of each year shall be known as tuberculosis day, and on that day all journeymen and advanced apprentice members of the International Union shall pay an assessment of \$2.00. The revenue so derived shall go to the Tuberculosis Fund.

SEC. 5. "Whenever the Defense Fund of the International Photo-Engravers' Union recedes or falls below an amount of \$35,000, a General Assessment shall be levied, as circumstances warrant, the amount of assessment and conditions to be determined by the Executive Council, and shall continue in effect until the Defense Fund reaches the maximum of \$100,000."

SEC. 6. Special assessments may be levied by the Executive Council, but only as expressed by the referendum vote.

SEC. 7. The International Secretary-Treasurer shall prepare and sell to subordinate unions, through the proper officers, at a face value equal to the monthly per capita tax and assessments of the International Photo-Engravers' Union, adhesive stamps to be known as International Dues,

Tuberculosis and Assessment Stamps, said International Stamps to be printed in a light color in order that the date of calculation can be clearly legible. All moneys received from subordinate unions shall be immediately receipted by the Secretary-Treasurer of the International Union. These moneys shall be forwarded monthly by subordinate unions to the Secretary-Treasurer of the International Union, under the seal of said subordinate unions, together with membership reports, on forms to be furnished by the International Union, stating the number of members paid on the amount forwarded to the order of the International Union.

SEC. 8. *Fiscal Year.* The fiscal year of this union shall commence on the 1st day of June and end on the 31st day of May of each year.

ARTICLE XIII

DUES BOOK

SECTION 1. The Secretary-Treasurer of the International Photo-Engravers' Union of N. A., shall have printed in sufficient numbers to supply the members of the I. P. E. U., bound books containing a number of due sheets, divided for the recording of monthly dues, also pages for assessments, all under the stamp system; pages shall also be provided for local fines and assessments and secretaries' receipts for traveling cards deposited.

SEC. 2. No other dues book shall be recognized within the jurisdiction of the International Photo-Engravers' Union of N. A., and each book shall bear the name and branch of the member to whom it belongs and is issued to; also the International number under which the member is known on the records at headquarters.

SEC. 3. An applicant for membership in a local union under the jurisdiction of the I. P. E. U. cannot be considered as a bona fide member before he has applied for and received an International dues book. This does not prevent an applicant from working on permit in a local union until dues book has been issued. Such a permit shall be issued for only one month at a time.

SEC. 4. No other person but the International Secretary-Treasurer shall have authority to issue dues books and fill in the name, branch and International number of the member for whom it is intended. Application for books shall be made by local secretaries on a blank form issued by the International Secretary-Treasurer for that purpose, containing questions for the benefit of the craft, and the local secretary shall fill out same in full.

SEC. 5. If a member should lose his dues book, he must make a personal application to the local secretary for another, who will procure same through the International Secretary-Treasurer by making application on a special blank form issued by him for that purpose. The duplicate book will bear the old number, but will be marked "duplicate" and will be stamped at headquarters to correspond with the original.

SEC. 6. Each dues book shall be good for three years and the price of same to the local unions shall be cost, with mailing and 10 per cent added. The price of duplicate books shall be fifty (50) cents, payable in advance.

SEC. 7. On all reports to headquarters from a local union, under the heads of traveling card issued or deposited, withdrawal card issued or

deposited, suspension, expulsion or reinstatement or death, the International number shall be plainly written, together with the name and branch of a member so reported on local books and records.

SEC. 8. Local secretaries shall at all times use the International number, together with the name and branch of a member on local books and records.

SEC. 9. The local secretary shall, upon receiving a dues book from the International Secretary-Treasurer, and before turning it over to the member for whom it is intended, cause said member to sign his name to the following declaration:

"I, the undersigned, do hereby accept the Constitution and By-Laws of the International Photo-Engravers' Union of N. A., and hereby declare that I am fully in accordance with the rules of the same."

Date..... Name

SEC. 10. On the first day of January, 1910, and each third year thereafter, all International dues books already issued must be exchanged. At such time local secretaries shall collect all dues books and forward same to headquarters. Such books shall be returned. The International Secretary-Treasurer shall reissue the old dues book number to each member, and shall examine the dues book so turned in, and if he shall find any not properly filled with stamps, it shall be his duty to ascertain why stamps are omitted and shall not issue a new book before all accounts in the old book are satisfactorily settled. A member who has received an honorary withdrawal card according to law, or who has deposited his dues book with the International Secretary-Treasurer, in accordance with the International Laws, shall be exempt from displaying stamps in his dues book for such period as the records at headquarters show that he was withdrawn. For no other cause shall a member be exempt from any financial obligations to the International Union or be exempt from displaying stamps in his dues book at any time. A member who places himself in a position so he is suspended by a local union must pay all arrearages at least to the International Union, so he may receive the proper stamps in his old book before a new book can be issued. If old book is lost, a new book must be applied for according to law.

ARTICLE XIV

OUT-OF-WORK CARDS

SECTION 1. An out-of-work card may be issued to a member of a local union; but such issuance shall not exempt him from the payment of I. P. E. U. per capita tax.

ARTICLE XV

GENERAL REGISTER

SECTION 1. The Secretary-Treasurer shall keep a general register or ledger, in which he shall record the names and branches of all members of the International Union. Such register shall be kept both alphabetical and numerical and give all data with regard to traveling cards, honorary withdrawal cards, tuberculosis transfers, suspensions, expulsions, reinstatements and deaths.

SEC. 2. The Secretary-Treasurer shall keep a general register or ledger in which he shall record the names and branches of all apprentices registered with the local unions and the I. P. E. U., together with date of registration and all other data necessary.

SEC. 3. The Secretary-Treasurer shall keep a general register or ledger in which he shall record the names and branches of all non-union men, together with all data necessary for organizing purposes.

ARTICLE XVI

CERTIFICATE OF MEMBERSHIP

SECTION 1. The International Union shall issue in blank form cards with appropriate designs, to be known as the "Certificate of Membership" and "Honorary Withdrawal," which shall be bound in books of such numbers and furnished to subordinate unions at a price fixed by the Executive Council. Certificates of membership to be issued to journeymen members in good standing only, and on proper application being made therefor.

SEC. 2. The form of the "Certificate of Membership" shall be as follows:

This is to certify that.....the bearer hereof,
whose signature appears in this certificate, is a member in good standing
of.....Photo-Engravers' Union, No.....
of the.....of.....and is entitled to the
friendship and good offices of all unions under the jurisdiction of the Inter-
national Photo-Engravers' Union of North America. The bearer has paid
International Photo-Engravers' Union per capita tax for the month of
.....19....., and assessment No.....
Branch.....

Given under our hands and the seal of this union at.....
.....this.....day of.....

.....President.

.....Secretary.

.....Member's Signature.

Countersigned.

(This card expires one month from date.)

SEC. 3. The issuance of this certificate shall terminate membership in the subordinate union from which it was drawn. Pending the depositing of the certificate with a subordinate union by the holder, he shall be considered an International Member.

SEC. 4. When a card is issued to a member, the secretary issuing such card shall insert the branch, to which the member belongs after his name, and the member holding such card shall only work at the branch indicated thereon.

Honorary Withdrawal Card

SEC. 5. The honorary withdrawal card shall contain the following words on the face thereof:

International Photo-Engravers' Union
of North America

This certifies that.....the holder hereof, is at this day and date a member in good standing of.....Union, No.....of the.....of.....and is granted this honorary withdrawal card, which exempts him from all dues or taxes whatsoever, and acquits him of all rights to benefits of any kind whatsoever in said organization; and he is required to deposit same with the proper officers before seeking work under the jurisdiction of any subordinate union; and he promises not to violate any trade requirements of said International Photo-Engravers' Union of North America or its subordinate bodies while holding this card.

Witness our hands and the seal of the union the day and year first above written.

.....President.

.....Secretary.

The reverse side of this card shall contain the following, which must be subscribed to when the holder deposits same for the purpose of resuming active membership.

"I hereby affirm, on my honor as a man, that since receiving this card I have not been guilty of violating any regulation of the International Photo-Engravers' Union of N. A., or any union subordinate thereof, or any other affiliated with the American Federation of Labor, and this declaration is made with the full knowledge that any willful misrepresentation renders me liable to discipline."

.....Signature

Dues Book deposited, No.....

SEC. 6. Honorary withdrawal cards shall only be issued by the International Secretary-Treasurer upon recommendation and application of the local union; said application for an honorary withdrawal card to contain an itemized statement in compliance with the various International laws relating to honorary withdrawal cards. Applicant's Dues Book must accompany this request.

SEC. 7. Journeymen and advanced apprentice members, in good standing, who cease to work at the trade, shall be entitled to honorary withdrawal cards issued by the International Union, which exempts them from the payment of all dues, and deprives them of all offices and benefits of the Union whatever. Immediately on returning to work at the trade, the holder of such an honorary withdrawal card must deposit the same and be immediately placed on the active membership list.

SEC. 8. Members of the International Photo-Engravers' Union of North America who may engage in active military service in the army or navy of any country shall be required to take out honorary withdrawal cards from this International Union, and such cards cannot be deposited while such members remain in such active service. This provision is not to apply in the cases of members of this International Union who are connected with citizenry military guard, etc., except in cases where such agencies are used in the suppression of strikes. In such instances, where members of this International Union are called upon to do duty in this respect, they are to immediately take out withdrawal cards and cannot deposit them while engaged in that service.

SEC. 9. A member of a subordinate union working regularly at the business cannot demand or receive an honorary withdrawal card from this Union on the plea of economizing expenses, becoming a stockholder or foreman, or of inability to pay his dues, or for any other reason but leaving the trade. Every photo-engraver performing the duties of a photo-engraver must be an active member in good standing in the union.

SEC. 10. An honorary withdrawal card shall not be issued to a member unless he is paid up to the time of the issuance of the honorary card, both for the current month and for such part of any assessment that shall have become due at the time of the issuance of the card.

SEC. 11. Any member taking an honorary withdrawal card vacates any office he may hold in the Union.

SEC. 12. Any journeyman or advanced apprentice member in possession of an honorary withdrawal card must deposit the same with the local secretary in person before going to work and must pay dues for the current month, as well as any part of any International assessment that may be due at the time of the depositing of his card. When an advanced apprentice deposits his honorary withdrawal card in a local union other than the one from which it was issued, he shall pay, whenever he becomes eligible for journeyman membership, to the local union in which he files his application for journeyman membership the difference in the amount paid on his initiation fee in the local union from which he secured his honorary withdrawal card and the amount required as an initiation fee in the local union where he deposited his card and is applying for journeyman membership.

SEC. 13. Any member alleged to have been guilty of any conduct not becoming a member, whilst in possession of an honorary withdrawal card, shall be subject to trial, in accordance with local laws, and if his offense be such as to preclude his readmittance in the local union, the case may be referred to the International Union for final decision.

SEC. 14. Any member holding a union card or an honorary withdrawal card soliciting for a non-union photo-engraving concern will be deemed guilty of conduct unbecoming a union man and shall be subject to discipline, the same to be determined by the International Executive Council.

SEC. 15. Any member holding a union card or honorary withdrawal card, who shall teach or impart knowledge, formulas, etc., appertaining to any part of the various branches of photo-engraving to others but members in good standing, or regularly registered apprentices, or who shall for personal gain exploit the trade, shall be deemed guilty of conduct unbecoming a union man, and shall be subject to discipline by the International Executive Council.

SEC. 16. When an honorary withdrawal card is deposited, the local secretary receiving same must write on the reverse side thereof the date it was deposited, and forward the card at once to the International Secretary-Treasurer, who will issue a dues book on receipt of same. The International Secretary-Treasurer shall enforce this section, and it shall be his duty to report to the local president any violation thereof. If not then observed, the matter shall be placed before the Executive Council.

ARTICLE XVII

BRANCHES OF WORK AND TRANSFERS

SECTION 1. Local unions may determine the several branches of work which shall govern in their respective jurisdictions, subject however, to review, alternation and change by the Executive Council.

SEC. 2. Local unions are not required to honor branch divisions of a sister local union where such branch classifications differ and conflict and a member entering into the jurisdiction of another local union may be required to elect which branch he intends following and be required to remain at that branch while employed in the jurisdiction of such local union.

SEC. 3. Transfers from one craft or branch to another can only be made on the following conditions:

(1) The consent of the local union or local unions having control of the branch or branches within which jurisdiction such transfer is made.

(2) No traveling card can be issued to work at the transferred branch unless the member has worked six months at such branch within the jurisdiction of the union which authorized such transfer, except by permission of the Executive Council.

(3) When a local union consents to the transfer of a member from one branch to another, the local secretary thereof shall give immediate notice of said transfer to the International Secretary-Treasurer and forward the member's dues book to headquarters, so that the change in branch may be made therein. Under no other circumstances shall a transfer from one branch to another be recognized.

ARTICLE XVIII

CHARTERING OF LOCAL UNIONS

SECTION 1. On application of seven photo-engravers and the payment of ten (10) dollars, the President of the International Union may instruct the Secretary of the International Union to issue to said photo-engravers an International Photo-Engravers' Union charter, a seal and twenty-five traveling cards; *Provided*, That no subordinate union of the International Photo-Engravers' Union of the same craftsmen is located in the city or town the application comes from; and in all applications for charters no other name shall be recognized than that of the city or town in which the union is located as the name of said union.

SEC. 2. Any union applying for a charter is required to submit its Constitution and By-Laws also a list of the officers and members for examination by the officers of the International Photo-Engravers' Union of North America.

SEC. 3. A majority of a union cannot by vote surrender its charter. A union cannot be dissolved while there are five (5) members in good standing willing to retain the charter.

SEC. 4. A subordinate union has not the right to erase from its charter the names of charter members (who may have ceased to be union men from any cause). The charter must remain as issued.

SEC. 5. Any union whose membership falls below five members shall forfeit the right to the charter, and, upon notice by the Executive Council, members shall affiliate in such a manner as the Executive Council may designate.

SEC. 6. No local union shall be permitted except by special authority of the Executive Council to secure and operate under a charter from any state or province in the country.

ARTICLE XIX

JURISDICTION OF LOCAL UNIONS

SECTION 1. The jurisdiction of subordinate local unions shall extend over such territory and include such craftsmen as the International Photo-Engravers' Union through its Executive Council may determine.

SEC. 2. Local unions seeking to extend their jurisdiction shall first apply to the International Union by direction of the local union at a regular meeting and on request signed by the local president and secretary. Applications shall be made to the Secretary-Treasurer on regular blanks, giving the number of establishments, with names, number of men employed and apprentices; also working hours; together with such other information as the Council may desire.

SEC. 3. To subordinate union is conceded the right to make all necessary laws for local government; provided, however, that nothing contained therein shall conflict with the Constitution and General Laws of the International Photo-Engravers' Union of North America.

SEC. 4. All local laws or parts of laws conflicting with the Constitution and General Laws of the International Photo-Engravers' Union of North America, as at present constituted or amended by future conventions, are null and void and are automatically repealed.

SEC. 5. All subordinate unions shall have an article in their constitution which shall read as follows:

OBLIGATION

Every person admitted as a member of this union shall be introduced to the presiding officer, and requested to raise his right hand while repeating these words:

"I (giving name) do hereby pledge myself upon my honor as a man that I will not reveal any business or proceedings of this union except to those whom I know to be members in good standing thereof; that I will not wrong a fellow-member or see him wronged, if in my power to prevent; and that I will uphold and defend the Constitution of the International Photo-Engravers' Union of N. A., and the adopted scale of wages, and that of the local union with which I am affiliated, and promise to do all in my power to further the interests of the International Photo-Engravers' Union of N. A."

SEC. 6. Any subordinate union which shall fail to hold regular meetings for the space of six months shall forfeit its charter.

SEC. 7. Wherever and whenever the interests of members working in jurisdictional cities or towns are not properly attended to, the Executive Council may revoke the jurisdiction over such cities and towns.

ARTICLE XX

RIGHTS AND METHODS OF VOTING

SECTION 1. Local unions may determine in what manner or method voting shall take place on any local question not otherwise provided for by International law.

SEC. 2. When a vote is taken in a meeting of a subordinate union on alteration of a scale, or any dispute as to the construction of a scale, or in relation to the surrender of a charter, it must be by secret ballot. Any union violating this law shall be fined \$10 for the first offense, and for the second its charter may be suspended by the President of the International Union subject to review by the Executive Council.

SEC. 3. No member of a subordinate union shall be entitled to vote upon a proposed change in the scale of wages unless he has been a member of said union for at least six months.

SEC. 4. Wherever a member who by force of circumstances shall be compelled to leave one local jurisdiction and go to work in another local with a paid up traveling card, he shall not be deprived of his right to vote on any question of International significance, viz., the election of delegates to the I. P. E. U. convention, referendum propositions, or any other matter pertaining to the International Photo-Engravers' Union, provided that his dues are paid in compliance with International law; he shall at all times be entitled to his right of franchise.

ARTICLE XXI

RIGHT OF TRIAL AND APPEAL

SECTION 1. Every member shall be guaranteed a fair trial on any charge or complaint filed against him and must be afforded an ample opportunity of defense.

SEC. 2. The right of appeal is assured every member in good standing from a decision of the local union, the International President or the Executive Council to the International Convention. The right of appeal is also assured local unions from the decision of the International President or the Executive Council.

SEC. 3. All appeals from the decision of a subordinate union shall be submitted to the President of the International Photo-Engravers' Union, accompanied by a receipt in full for all indebtedness to the local union. In no event shall an appeal be denied when \$25 of the local fine imposed has been paid.

Should either party feel aggrieved at the decision of the President of the I. P. E. U., an appeal may be taken to the Executive Council and thereafter to the convention immediately following the decision of the Executive Council.

SEC. 4. The decision of the local union and thereafter the decision of the President or the Executive Council shall remain in force until set aside or reversed by the convention of the I. P. E. U.

SEC. 5. All appeals shall be outlawed unless submitted 6 months from the time the local decision is rendered and the member affected having

knowledge thereof. No appeal may be taken from the action of the President or Executive Council after a convention of the I. P. E. U. has intervened between the rendering of his or its decision and the holding of a subsequent convention, provided sufficient time has been allowed to perfect and present an appeal to the convention.

GENERAL LAWS

MEMBERSHIP

SECTION 1. To be eligible to membership an applicant for membership must have served at least five years at the photo-engraving trade and shall have attained the age of twenty-one years. No union shall admit as a member any person who comes from a place where a subordinate union existed at the time of his leaving, unless he can procure a duly attested certificate of membership from said union and can exhibit a paid-up International dues book.

An applicant for membership, having worked previously in the jurisdiction of some other local union, and never having been a member of the I. P. E. U., may be admitted to membership by action of the Executive Council.

Any person working at photo-engraving who may not be a member of this organization, and who may not have served five years at the trade, may, upon application and by action of the Executive Council be granted a permit to work as a journeyman, when the interests of this Union may be advanced in the judgment of the Council *and while in possession of such permit, shall be entitled to the insurance and all other financial benefits provided for by this Union.*

If serious charges of complaints are lodged against an applicant and filed with the International Union, such charges shall be investigated and considered by the Council in its determination of the question.

In the event of an applicant for membership having been at one time a member of the I. P. E. U., or carried an International dues book, and who may have been guilty of a violation of International laws, permission for admittance to membership must be sought from the Executive Council and the Council shall decide on the terms of reinstatement. Any subordinate union violating this law shall be liable to a fine of twenty-five (25) dollars.

Honorary International Membership may be granted by this organization at any annual convention upon recommendation by the Executive Council.

Local unions may make nominations for Honorary Membership to the Executive Council to whom they shall furnish in writing the reasons for making such nominations.

Not more than two (2) Honorary Members shall be recommended or elected in any one year.

SEC. 2. Photo-engravers who have not served five years at the photo-engraving trade in the United States or in Canada shall not be eligible to membership, unless by the consent of the International Executive Council; provided, that such applicants for membership may have shown indis-

putable proof of having served five years at the branch of trade for which he applies. If admitted to membership, such applicants shall pay an initiation fee, of \$200 in addition to the local initiation fee, of which amount \$100 shall go to the local union in whose jurisdiction application for membership was first made, and \$100 shall go to the International Union. The Executive Council of the International Union shall have the authority to waive any part or all of this additional charge.

SEC. 3. No local union shall accept into journeyman or apprentice membership an applicant from a near city unless it has first secured jurisdiction over such city from the Executive Council.

SEC. 4. No one having learned the photo-engraving trade at a penal institution or having been an instructor at a school of photo-engraving not approved by the International Photo-Engravers' Union shall be admitted to membership excepting by approval of the Executive Council.

SEC. 5. Photo-engravers working in cities where there are not enough men to legally hold a charter, or so located as to render it impossible to affiliate with the nearest union, may become members of the I. P. E. U., upon payment of an initiation fee of \$25.00, and monthly per capita tax and such other dues and assessments as are required by the Constitution, and shall be known as members of the International Union working in cities or towns over which no local union has jurisdiction. If said member should deposit his paid-up card with any local union before the expiration of six months after being admitted to membership, he shall pay to said local union the initiation fee prevailing there, less \$25.00. After the expiration of six months from date of issuance of such card he shall be accepted without payment of any further initiation fee.

SEC. 6. Apprentices at photo-engraving, working in cities or towns where there are not enough photo-engravers to legally hold a charter, or so located as to render it impracticable to affiliate with the nearest local union, may become apprentices of the I. P. E. U., upon payment of an initiation fee of \$5.00 to the International Union. Such apprentices must report monthly to the International Secretary-Treasurer, and shall not be allowed to transfer to another city or town without permission from the International Secretary-Treasurer. Such apprentices, when eligible to become journeymen members, must make application for membership to the International Secretary-Treasurer, and shall pay the regular initiation fee of \$25.00, less the \$5.00 paid when making application for apprenticeship, and shall be governed by Section 5, General Laws.

SEC. 7. Photo-engravers admitted to membership under the provisions of Sections 5 and 6, General Laws, shall be required to subscribe to the obligation for journeymen members before a notary public or civil officer qualified to administer oaths. Forms for this purpose to be furnished by the International Union.

SEC. 8. Applicant for membership, working under a permit pending final action on his case is entitled to work in union shops and receive the same recognition as members of the union; *but shall not be entitled to any financial benefits of this Union*, and he shall not be allowed to withdraw his application upon which a permit has been granted, but must await the action of the union. When an applicant for membership or reinstatement

is once rejected he cannot again make a new application to any union for the space of six months. An applicant who has been rejected by a local union for admission or reinstatement shall have the right to appeal to the Executive Council.

SEC. 9. In case an applicant for membership in a local union is unfavorably acted upon, the name and all data relating to the application, together with the reason why he was not admitted, shall be forwarded at once to the International Secretary-Treasurer. All inquiries from local unions with regard to men arriving without the proper credentials shall be made to the International Secretary.

PAYMENT OF DUES AND ASSESSMENTS

SECTION 10. Monthly per capita tax shall be due the first day of each month and must be paid to local unions on or before the last day of that month.

Tuberculosis assessments are payable on or before the fourth Monday in December of each year.

General Defense Fund and special assessments are payable under such rules and conditions as may be decided on by the Executive Council.

SEC. 11. Every member shall demand and must receive on payment of per capita tax, tuberculosis, general defense fund or special assessment an International due stamp for each month's dues and for every assessment paid by him and it shall be unlawful to accept such stamp or stamps unless attached to the member's dues book by the local officer entitled to collect same.

SEC. 12. In the event of a member being out of work during the time in which International assessments are payable, he shall be exempt from payment of such assessments during the time of his unemployment; Provided, That if the assessments be levied weekly, any member working less than four full days shall be exempt from paying weekly assessments. If the assessments be levied and payable monthly any member working less than eight full days shall be exempt from paying monthly assessments; otherwise he shall pay full assessments. When a member is thus exempted from payment of International assessments, International out-of-work stamps shall be placed in his dues book in lieu of the regular assessment stamp.

SEC. 13. Any member who is not in possession of an International dues book with dues stamps attached, showing all dues up to the current month and International assessments to have been paid, shall be deemed delinquent to the International Photo-Engravers' Union, *and may be denied any and all financial benefits.*

Any member failing to pay monthly per capita tax or assessments within thirty days after the time provided in Section 10, General Laws, shall be suspended from membership and be without any standing in this organization.

SEC. 14. For reinstating suspended members the local union shall collect such local and International dues and assessments as were due at the time of suspension, together with such International per capita tax and assessments as would have accrued to the time of reinstatement.

Provided, That the Executive Council may have the power to waive International arrearages in cases of reinstatement that may come before it, when it appears to be to the best interests of the I. P. E. U. to do so.

SEC. 15. Local unions shall be required to and must remit all monthly dues and assessments *for their entire membership* to the International Union not later than two months after they become due. Failing to remit such dues and assessments within this limit of time, all benefits *may* be denied local members *at the discretion of the Executive Council*, and such delinquent local union is subject to suspension, after due notice of such delinquency and notice of suspension has been filed with the president and secretary of such local union by the International Secretary-Treasurer.

SEC. 16. Dues and assessments can only be collected by the local union under whose jurisdiction the member is working and no member is permitted to pay dues or assessments to any local union while not working under the jurisdiction of such local union.

DUTIES OF SUBORDINATE UNIONS AND OFFICERS

SECTION 17. It shall be the duty of the financial secretary of each subordinate union to furnish the Secretary-Treasurer of the International Union, on the monthly report, with the current statement of the number constituting the entire membership *subject to taxation* of their respective union showing the number of members in good standing, suspended, expelled, reinstated (and the reasons therefor), with names and International numbers, also the number of members withdrawn and died, received or leaving by card, with members' names, withdrawal card and traveling card, number and International number and names of all applicants for membership, with classification.

The local officers forwarding moneys to the International Secretary-Treasurer once a month shall at such time also forward the monthly report. The International Secretary-Treasurer shall refuse to accept moneys or report unless this section is complied with.

SEC. 18. Any subordinate union which shall fail to make prompt return of all reports required of it by this Union or its Executive Council shall be fined \$10 for such failure; *Provided*, That the Secretary-Treasurer shall give fifteen days' notice to such derelict union of the action to be taken.

SEC. 19. In all matters intended to be placed before the Executive Council the local secretary should write five copies of same and forward them to the International Secretary-Treasurer, who will place them before the members of the Council according to the regular procedure in such cases.

SEC. 20. Secretaries of subordinate unions are instructed to answer all correspondence of an important nature from sister unions as soon as possible. It shall be mandatory that subordinate unions forward all information relative to non-union men to the International Secretary-Treasurer at once.

SEC. 21. In gathering wage statistics, either international or local, it shall be compulsory upon the part of all members to accurately designate the amount of wages which they receive.

SEC. 22. When a local secretary receives a request for men from any firm outside his local jurisdiction, it shall be mandatory that he immediately notify the secretary of the local wherein the firm is located.

SEC. 23. Whenever an Allied Printing Trades Council exists within the jurisdiction of a subordinate union, it shall affiliate with such council.

It is also advisable that all local unions affiliate with the nearest central body of American Federation of Labor.

SEC. 24. Being affiliated as an International body with the American Federation of Labor, it is advisable that all local Unions affiliate with State Federations of the American Federation of Labor.

SEC. 25. It shall be compulsory for local unions to deposit their funds in bank in the name of the union; and when open accounts (checking) are used, all checks issued shall be signed in the name of the union, together with the name of the financial officer issuing same.

SEC. 26. It is enjoined upon each subordinate union to use its seal to authenticate all documents.

SEC. 27. The local officer collecting dues from members shall, when attaching a dues or assessment stamp to the card, cancel same with a canceling device issued by the International Secretary-Treasurer. No other canceling mark is legal.

SEC. 28. A subordinate union, through its proper officer, shall order and keep on hand a sufficient supply of dues and assessment stamps, and shall be charged and stand responsible for same to the International Photo-Engravers' Union. A full statement of stamps on hand, received during the month, and number of stamps delivered to members in exchange for per capita and assessments shall be rendered by the proper officer of the local to the International Secretary-Treasurer on blanks to be furnished by him, and such statement shall accompany the monthly report and remittance of per capita tax and other money.

SEC. 29. It shall be compulsory for subordinate unions to appoint local organizing committees to co-operate with the International officers. The names and addresses of the chairman and members of such local organizing committees must be furnished to the President of the International Photo-Engravers' Union, and reports from such committees must be furnished to him monthly.

SEC. 30. All subordinate local unions of the International Photo-Engravers' Union of North America shall be required to bond their financial officers in a bonding company to be selected by the Executive Council of the International Union, the bond to be made out in behalf of the International Photo-Engravers' Union of North America, in the form of a general or schedule bond, covering all such financial officers of such subordinate local unions, and said bond to be retained on file in the office of the Secretary-Treasurer of the International Union. The cost of bonding the financial officers shall be defrayed by the International Union.

In the event of any financial officer of a local union having wrongfully abstracted, misapplied or dishonestly misappropriated any of the funds of his local union, or defaulted in the handling of such funds, the local union suffering such loss is to be reimbursed by the International Union from the amount secured from the bonding company to cover such loss.

In its discharge of the duties involved, and on account of the responsibilities assumed by the International Union, the Executive Council shall exercise a general supervision of the finances of all its subordinate local unions. The Executive Council shall have the power to demand a strict accountability and local auditing of all funds in the keeping of financial officers of its subordinate local unions, by competent local auditing committees, whose reports to the International Union shall be made quarterly, at the ending of the months of March, June, September and December of each year. The Executive Council shall have at any and all times the authority and the right to demand an accounting from financial officers of its subordinate local unions of all funds of their local unions in their keeping, even to the extent of sending a representative to make a personal investigation and examination of their books and accounts, and shall have full authority to take immediate action to safeguard the interests of the local union whose finances have been investigated if they have been found to have been handled improperly.

The financial officers of all subordinate unions shall be bonded in such sums as are necessary to protect the finances of the respective local unions, the amount of the bonds to be decided by the members at a regular meeting of the local union; provided that no financial officer shall be bonded in an amount less than \$500.

Where local unions provide for agencies or methods of handling of local finances or investments other than herein designated, the Executive Council shall determine whether proper safeguards are provided, and the Executive Council is empowered to demand the bonding of such agencies to amounts deemed essential by the Executive Council for the full protection of such local funds or investments.

SEC. 31. Before a local union or member thereof is permitted to make an appeal for financial aid to another union, approval of such appeal must first be obtained from the Executive Council. In the event of approval by the Executive Council, the International Secretary shall notify all locals. All moneys so collected shall be under the direct supervision of the International Executive Council.

SEC. 32. It is imperative that local unions and officers of same, in recommending members to position in, or outside of, their jurisdiction, recommend only such members as are in good standing and are qualified under local agreements, and that no member be denied the right of leaving his employment or seeking employment elsewhere, or being made dependent upon local officers.

SEC. 33. It is imperative that local unions shall have a Health and Sanitary Committee appointed by the President, whose functions shall be to make a thorough survey of the sanitary conditions existing in the chapels of their respective locals at least once a year for the purpose of obtaining remedies where needed, and the protection of the health of our membership.

"Failing in their objective locally they shall report to the International Union upon the conditions of any shops which they find to be conducted in an unsanitary manner, to the end that measures may be taken to investigate same."

Whenever the above action has been taken it shall be the duty of the International Union to adopt such measures as will best conserve the interests of our members.

SEC. 34. There shall be conducted each year, in the first full payment week of the month of June, a survey of actual wages paid and received by each and every member of the International Union; this survey to be conducted under the direction of the Executive Council of the International Photo-Engravers' Union, under such form and method as the Executive Council may prescribe, it being understood that this survey shall be conducted by and in co-operation with the local unions.

SEC. 35. Subordinate local unions shall co-operate and comply with the International Executive Council in the conduct of the annual wage survey and other statistical inquiry. It is likewise compulsory upon all members to respond in full to all official inquiries relating to wages received by them and such other official inquiries as pertain to the work of our organization.

SEC. 36. Local unions failing to comply with the requirements under Sections 34 and 35 of the General Laws shall be subject to such measures of discipline as the Executive Council may deem warranted and justified in each case.

SEC. 37. Members of local unions of the International Union, failing to comply with the requirements included in Sections 34 and 35, or who may falsify their reports or decline to give full and accurate information, shall be subject to a fine or such other penalty as the local union, in co-operation with the Executive Council, may prescribe.

CONTRACTS AND AGREEMENTS

SEC. 38. No subordinate union or member thereof or any other person shall enter into negotiations in the name of the International Photo-Engravers' Union of N. A. for the purpose of making any contract or agreement with any organization, corporation, firm or individual, which will in any manner affect the interests of the bodies deriving their charters from the International Photo-Engravers' Union of N. A., or the interest of any person affiliated with same without first having received the sanction of the Executive Council.

SEC. 39. Subordinate unions shall have the right to enter into agreement with the employers of their respective cities. The object and conditions of such an agreement shall have for their purpose only the following:

- (1) The regulation of the apprenticeship system.
- (2) Uniform working hours, not to exceed forty-four hours per week.
- (3) The adoption of a minimum wage scale.
- (4) To secure the use of the I. P. E. U. label on all engravings by inserting clause in agreements negotiated conceding this right.
- (5) The encouragement of a good and harmonious feeling and profitable relation with local employers.

SEC. 40. No local union shall be permitted to agree that the Constitution and General Laws of the International Union shall be subject to arbitration in any way whatsoever.

SEC. 41. The Executive Council shall refuse to sanction any agreements which do not provide for a working week of 44 hours or less.

SEC. 42. The Executive Council shall refuse to sanction any agreements which do not contain a clause providing for the proper light and ventilation in the various departments of photo-engraving.

SEC. 43. When the occasion arises for negotiations looking to the formulation of an agreement or contract liable to affect the interests of the International Photo-Engravers' Union of N. A., the Subordinate union, or individual desiring to do so, shall submit a statement of all the facts pertaining to the same to the International Secretary, in the shape of one copy for each member of the Executive Council.

SEC. 44. Upon the completion of any contract or agreement entered into, a true and correct copy of the same must be sent to the International Secretary, in the shape of one copy for each member of the Executive Council, and such contract or agreement shall not become binding on any member until sanctioned by the Executive Council.

SEC. 45. Any union, or member thereof, transgressing upon or violating the International Laws shall be subject to discipline by either fine, suspension or expulsion, at the discretion of the Executive Council.

STRIKES AND LOCKOUTS

SEC. 46. The moneys in the International Treasury may be drawn on for the following purposes: For the sustaining of legal strikes of subordinate unions; for resisting the encroachments of unfair employers when too strong for the local union to contend with; for the purpose of advancing and defending the principles of unionism as applied to our trade whenever and however the Executive Council may decide.

SEC. 47. In the event of a disagreement between a subordinate union and an employer which has resulted in a local union seeking approval of a local strike vote, or which, in the opinion of the local union, may result in a strike, such union shall notify the President, who shall repair in person or by proxy to the place where said union is located, investigate the cause of the disagreement, and endeavor to adjust the difficulty. If his efforts should prove futile, he shall notify the Executive Council of all the circumstances, and, if a majority of said Council shall decide that a strike is necessary, such union may be authorized to order a strike; and it is imperatively ordered that no strike or lockout shall be deemed legal, or moneys expended on that account, unless the strike or lockout shall have been ordered or recognized by the Executive Council.

SEC. 48. When a strike has been authorized by the Executive Council, the president of the subordinate union interested shall, within twenty-four hours, call a meeting of said union (of which all members shall be constitutionally notified) to take action thereon, and no member shall vote on such questions unless he is in good standing. Should three-fourths of the members present decide in favor of a strike, the President of the subordinate union shall immediately notify the Executive Council that a strike has been inaugurated, and the number of men involved.

SEC. 49. When a strike has been inaugurated under the provisions of Sections 47 and 48, or when a lockout has been declared against members

of this International Union, the Secretary-Treasurer of the International Union shall, upon approval of the Executive Council, pay to the order of the President and Secretary of the subordinate union involved, an amount equal to \$15.00 per week for each journeyman entitled thereto during the first three weeks of a strike or lockout, and an amount equal to \$20.00 per week for the next three weeks and \$25.00 per week thereafter, and shall pay an amount equal to \$8.00 per week to advanced apprentices, \$4.00 to registered apprentices in their first year; \$5.00 to registered apprentices in their second year; \$6.00 to registered apprentices in their third year and \$7.00 to registered apprentices in their fourth year.

SEC. 50. No member of a subordinate union on strike shall be entitled to the weekly benefits unless he reports daily to the proper officer of the subordinate union while the strike or lockout continues; and no member who shall receive a week's work (four days or an aggregate of 32 hours within a week to be considered a week) shall receive benefits. Any member refusing work while out on strike shall be debarred from all benefits under this law. And for each day's work received one-fourth of the member's regular strike benefits for that week shall be deducted. Where a member who is out on strike or lockout receives four weeks' continuous work his name shall not again be restored to the list of those entitled to benefits.

SEC. 51. Any union inaugurating a strike without the approval of the Executive Council shall receive no benefits on account of said strike. If a strike, lockout or reduction of wages be forced on a union without an opportunity to carry out the provisions of Sections 47 and 48, said union shall be entitled to the full privileges of the International treasury.

SEC. 52. No strike shall be inaugurated by a local union prior to at least one year after the issuance of its charter, or where a majority of the members of said union have been members for less than one year, unless sanctioned by the Executive Council.

SEC. 53. All moneys received by a union from the International Secretary-Treasurer shall only be used in supporting men on a strike or lockout, in assisting their removal to other cities, and prosecuting strikes in such a manner as the union interested and the Executive Council shall deem necessary. The limit of time for which benefits may be paid in cases of strikes or lockouts shall not exceed eight weeks, except where both the union interested and the Executive Council shall deem it necessary to longer continue them.

SEC. 54. During the continuance of a strike the Executive Board of a subordinate union shall make weekly reports to the Secretary of the International Union, showing the amount of money distributed for benefits, number of beneficiaries, and all other facts that may be required.

SEC. 55. To affect union men prejudicially in their standing in the union who remain at work, in such an office where any number of union men in such office have struck work on what they deem good grounds for such action, the strike must have been authorized in accordance with Sections 47 and 48 of this law. Unless so ordered, those remaining in the office are not liable to charges of violation of any union laws by remaining at work.

SEC. 56. In case of impending trouble involving any of the allied trades the Executive Council shall call into consultation the President or Presidents of unions of such trades.

SEC. 57. Whenever in the judgment of the Executive Council any firm or combination of firms are engaged in unfair, unjustified, or unwarranted competition for trade and in the selling of engravings, and which may react to the detriment of our members and the best interests of the Photo-Engraving craft, it shall be authorized and it shall be its duty to have such practices stopped, even to the extent of withdrawing our members from employment of such concerns as will persist in such detrimental and ruinous practices.

SEC. 58. Whenever, in the judgment of the Executive Council, work has been sent from one city or shop to another for the purpose of defeating a strike or lockout, it shall be their duty to have such work stopped.

SEC. 59. No local union is permitted to strike in violation of an agreement, and any member or members engaging in an illegal strike are subject to discipline by the Executive Council, and when such an illegal strike is encouraged or participated in by a local union, the charter of such local union may be revoked by the Executive Council, and all of its funds and assets shall immediately revert to the International Union.

SEC. 60. Where an approved strike has been ordered or a lockout exists, the local union involved shall immediately notify all local unions of such strike or lockout.

TRAVELING CERTIFICATES

SEC. 61. Journeyman members in good standing who are desirous of leaving the jurisdiction of the union to which they belong shall be entitled to receive a traveling certificate by presenting to the local secretary their dues book, so he may record the issuance of such traveling card in the place provided therefor in said dues book. Such traveling card shall be furnished on the payment of the current month's dues, and all other indebtedness. *Traveling certificates shall be valid only for a period of thirty days from date of issue* and any member receiving such certificate shall deposit same with the proper union officer when he arrives within the jurisdiction of any local subordinate to the International Photo-Engravers' Union, or the International Secretary-Treasurer and present his dues book to him for examination and receipt of traveling card. Any member neglecting his duty as prescribed in this section shall be regarded as a delinquent, and may be denied by the Executive Council of the I. P. E. U. any and all financial benefits.

SEC. 62. Traveling certificates shall be issued to journeyman members only in possession of an International dues book.

Traveling Certificates shall not be issued to members unless such members have held membership for a period of at least six (6) months; providing, however, if written consent is had of Local to which such member or members intend depositing Traveling Certificates, this clause may be waived.

This section does not apply to members having graduated into journey-manship through the regular channels of apprenticeship.

SEC. 63. Members working in cities or towns not under the jurisdiction of a local union, must apply to the Secretary-Treasurer of the International Union for a traveling card, if they desire to leave such city or town to go to some local union. No traveling cards are to be issued, in such cases, until the expiration of six months from the date membership was granted; provided, that the Executive Council of the International Union may grant traveling cards, in such instances, before the period of six months has expired if it is advisable to do so.

SEC. 64. A member coming into a city or town where there is no local union, or which is not under the jurisdiction of a local union of the I. P. E. U., shall deposit his traveling card with the Secretary-Treasurer of the International Union, and shall pay per capita tax and such assessments as may be in effect, direct to the Secretary-Treasurer of the International Union, as long as such member remains in that territory. Should such a member desire to leave such territory to go to work in the jurisdiction of a local union he must apply to the Secretary-Treasurer of the International Union for a traveling card, which will be issued to him, provided he is paid to date in International dues and assessments.

SEC. 65. A member of a local union going to work in a city or town over which a sister local union has jurisdiction, must deposit his traveling card immediately with the secretary of the local union that has jurisdiction over that city or town.

SEC. 66. It is mandatory for the Secretary of a subordinate union to receive the International Certificate of Membership at any time, if the card be clear and within date and no charges are pending against the holder, and that it corresponds in every particular with the International dues book. Membership in said union shall date from time of said reception. The Secretary shall examine all dues books presented with traveling cards, and if he finds that dues and assessments have not been paid, and the card so marked according to International law, it shall be his duty to get all information in the case and forward same, with the dues book in question, to the International Secretary-Treasurer for further investigation and action. When a dues book is so taken up, the holder shall receive a permit from the local union to work.

SEC. 67. Where there has been a lockout or other extreme emergency, the local union may, with the approval of the Executive Council having been first received, refuse to accept traveling cards for such a period of time determined by the Executive Council. With this exception, no union shall refuse to receive a valid traveling card under any circumstances.

SEC. 68. International cards must be received if within date, notwithstanding the fact that charges may be pending in a sister union against an officer of the union issuing the same.

SEC. 69. When a member loses his Certificate of Membership, it is the duty of the union from which he received it to issue him another; *Provided*, He has not worked in the jurisdiction of any other subordinate union before making his loss known and receiving its permission to work, and there are no charges or objections made against him, either by the union

from which his card was first issued or that in whose jurisdiction he desires to go to work, and his original card had not expired before he made its loss known.

SEC. 70. Where a member has lost his card, and the union which issued it refuses to renew it, the President and Secretary of the International Union have the power to grant him one over their signatures; *Provided*, Such member has not forfeited his right to a card by anti-union conduct.

SEC. 71. The fact of a change in the Secretaryship of the International Union does not invalidate a clear card, within date, signed by a former secretary. The blank certificate furnished subordinate unions are good until used: *Provided*, The union remains in existence as part of this International organization.

SEC. 72. All Certificates of Membership issued by subordinate unions must have the seal of the union issuing them stamped thereon.

Certificates of Membership of a body of engravers where a charter has been revoked by the Executive Council will not be honored by local unions. The decision of the Executive Council is final and binding and must be abided by until reversed by a future convention.

SEC. 73. A member on depositing his card shall not be subject to an assessment levied for the payment of past debts incurred by a local union previous to the depositing of such card.

SEC. 74. All signatures, dates and names to Certificates of Membership, when issued, shall be in ink.

SEC. 75. A union may reissue to a member the same card he deposited if he withdraws during the month it was originally issued. On the reverse side of such card shall be indorsed the dates of deposit and withdrawal and the name of the subordinate union reissuing it.

SEC. 76. Secretaries of subordinate unions when issuing a traveling card shall require the member to place in the blank for that purpose his (the member's) signature, in the presence of the secretary, and the secretary receiving a traveling card shall compare his signature with the one in the International dues book and should there be a discrepancy, the secretary shall take up the card and dues book pending investigation. Any violation of this section shall be punishable by a fine of \$5. If a traveling card is forwarded by mail, the receiving secretary shall require the member for whom it is issued to sign his name on same and then compare it with the signature of his dues book.

SEC. 77. Where a certificate of membership has expired by limitation (one month) from date of issuance, the certificate of membership can only be renewed by application to the Secretary-Treasurer of the I. P. E. U. In applying for a renewal of the certificate, the old certificate must be filed with the Secretary-Treasurer of the I. P. E. U., accompanied by the member's dues book and satisfactory evidence that he has not been guilty of any anti-union conduct.

APPRENTICES

SEC. 78. That Local Unions, before indenturing apprentices, insist that such apprentices shall pass a physical examination satisfactory to the Executive Board of the Local Unions in which they are indentured. Ap-

plicants for registration in any photo-engraving establishment under the jurisdiction of the I. P. E. U., after submitting to a physical examination by a competent and authorized physician to determine his fitness to engage in the photo-engraving trade may be registered through local Unions with the I. P. E. U. A record shall be kept of such apprentices at headquarters and a certificate issued to each, which certificate shall be presented to the union when applicant is due to become a journeyman, and be forwarded with application for dues book to headquarters when said apprentice has served five years at a classified branch under the jurisdiction of the I. P. E. U. of N. A., and such certificate shall not be recognized by any other local except the one through which it was issued, or when transfer of such apprentice to another local union is mutually and formally agreed upon. It shall be mandatory upon the part of the local union with whom the apprentice is indentured to render a correct statement of all debts and credits in account with such apprentice, together with a record of any existing agreements between him and such local union and submit same to the local union concerned in the transfer. A copy of such statement and record shall be furnished for file with the International Executive Council.

SEC. 79. *Local unions shall report to the Secretary-Treasurer of the International Photo-Engravers' Union, on monthly reports, all registered apprentices upon becoming subject to International taxation as provided in Article 12, Section 3.*

SEC. 80. It is enjoined upon each subordinate union to make regulations limiting the number of apprentices to be employed in each office to one for such number of journeymen as to the union may seem just; *Provided*, That the ratio of one apprentice to five journeymen and two apprentices to ten journeymen shall be the maximum number, and must not be exceeded. The number of apprentices allowed shall be based on the total number of journeymen employed in a shop at large, and apportioned among the various branches as follows: One apprentice in a department, and additional apprentices to be added only upon the basis of five additional journeymen in a department. There shall be a journeyman employed in every department where an apprentice is allowed. In the event that a working force is reduced in numbers and the apprentices employed exceed the ratio prescribed in local agreements, the last apprentice or apprentices employed shall be laid off to conform with the ratio provided in the local agreement, excepting in such cases where an excess of apprentices is due to the inability of the union to furnish the required number of journeymen. No apprentice shall be allowed to serve an apprenticeship on night shifts. It shall be the duty of each local union to hold at least one joint meeting each year of all officers and the executive members and all registered and advanced apprentices, at which time apprentices shall be given information and advice relative to the trade, their duty toward the organization and the journeymen under whom they are indentured and their employer, the fundamental principles, aims and accomplishments of trade unionism and such other advices as may from time to time seem necessary and beneficial.

All unions are urged to admit apprentices to meetings in the last year of their apprenticeship, without the privilege of voting, and paying one-

half the regular local dues for the year to the end that, upon the expiration of their terms of apprenticeship they may become acquainted with the working of the union, and be better fitted to appreciate its privileges and obligations upon assuming full membership; *Provided*, They shall be required to take the following obligation:

"I (give name) do hereby pledge that I will not reveal any of the business or proceedings of this Union, except to those whom I know to be members in good standing thereof; that I will abide by the laws and orders of the union; that during my last year of apprenticeship I will make every possible effort to become a thoroughly competent journeyman, and that I will attend the meetings of the union, that I may become familiar with its methods, and thereby fit myself for the responsibilities of full membership. To all of which I pledge my word and honor."

SEC. 81. Where an apprentice applies for advanced apprenticeship in the last year of his term and is rejected, on the ground of incompetency, it is not proper that union men should refuse to continue at work where such apprentice is employed. Apprentices can only work overtime after having served three years of their apprenticeship and then only when there are enough journeymen employed to comply fully in the apprentice ratio allowed or agreed to.

FOREMEN

SEC. 82. Foremen or assistant foremen in charge of photo-engraving departments shall be practical photo-engravers, and must be members in good standing in the local union. Any member of this union holding a position as foreman or assistant foreman, and who works at any branch of the trade for any part of the day or night in excess of the hours stipulated in the agreement, shall receive overtime for same on the basis of his salary.

Any violation or evasions of this law shall be punishable by a fine of not less than Ten Dollars or more than Fifty Dollars for each offense.

SEC. 83. When it is in the power of a foreman or assistant foreman to employ help, and he shall employ a non-union man in preference to a union man, he shall be fined not less than five nor more than twenty-five dollars by the local union of which he is a member, and on the second offense he shall be subject to suspension or expulsion.

SEC. 84. Upon demand, the foreman shall give in writing his reason for discharging any employe.

CHAPELS

SEC. 85. Local unions shall require all those employed in each shop who are members of the I. P. E. U., to organize themselves into a chapel, for the purpose of mutual protection and the consideration of matters pertaining to their union, their shop and their trade. They shall elect from their own number a chairman and vice-chairman, whose names shall be reported to the secretary of the local union. The chapel chairman shall answer all the questions contained in the chapel report, in writing, once a month. He shall call a meeting with all the members of his chapel and submit his report to them for their acceptance, and when that report

has been so acted on he shall turn the same over to the secretary of the local union, who shall keep them on file. Shop chairmen must retain a duplicate copy.

SEC. 86. The Secretary-Treasurer of the International Union shall prepare the chapel reports to be used by all local unions and sell them to local unions under the conditions provided by International law.

DISCIPLINE

SEC. 87. A member of a local union going into the jurisdiction of a sister union to take the place of a man on strike shall be liable to arraignment and subject to fine or expulsion.

SEC. 88. Members receiving any form of compensation in addition to stipulated or agreed wages, such compensation shall be considered part of the wage of such member or members, and all overtime rates shall be computed on such wages, as includes all forms of compensation. Any members violating this requirement shall be subject to fine or suspension.

SEC. 89. Before accepting a position, a member must first correspond with local secretary. Failing to do so he shall be subject to trial by local union in whose jurisdiction he accepts position and if found guilty he may be fined a sum not to exceed twenty-five (\$25.00) dollars, which fine shall be paid to that local union.

Local secretaries failing to answer such correspondence immediately by registered mail shall be subject to punishment at the discretion of the International Executive Council.

SEC. 90. Members shall not sign any document or blank forms, the intent of which is to furnish employers a record of our members, in regard to their personal character or union connections. Members receiving such literature are required to forward the same to the secretary of their local unions.

SEC. 91. That no members of the I. P. E. U., shall make arrangements with any firm or employer for a position by pretending to purchase stock or shares or any interests whatsoever in any engraving shop or plant on option or otherwise without first obtaining the sanction of the Local Executive Board.

SEC. 92. If any member of the I. P. E. U., should secure or attempt to secure the position of a brother member by unfair means, he shall be deemed guilty of a misdemeanor and punished as the Executive Council may determine.

SEC. 93. Members of the International Photo-Engravers' Union shall not be permitted to operate a portion of a photo-engraving plant, or any entire plant, for a portion of the time, under contract or subcontract, based on general expense. Members can only engage in a business as employers who own and control their establishments.

SEC. 94. *No member or members of this International Photo-Engravers' Union shall directly or indirectly impart information or act in the capacity of instructor for an individual or group of individuals where such information or instruction is to be used to educate a person or persons not officially indentured in this International Photo-Engravers' Union, without first having received the sanction of the International Executive Council.*

LABEL

SEC. 95. The label stamp or device used and intended to be used by this union for the purpose of distinguishing the product of the members of this Union, shall consist of the following design:



Any member of a local union who shall use the label or cause it to be used without having the number appear with it shall, upon conviction of such action, be deemed guilty of a misdemeanor and may be subjected to discipline or a fine, or both, as the local union of which he is a member may decide.

SEC. 96. The International Secretary-Treasurer and no other, shall issue said die or label to local unions, or to whom the Executive Council may direct. Said labels or dies shall remain the property of the International Photo-Engravers' Union. No local or person shall be permitted to grant the label to establishments outside the jurisdiction granted by the Executive Council.

SEC. 97. No local union or person shall issue labels or dies of different design than contained in Section 88.

SEC. 98. The labels or dies owned and furnished by the International Photo-Engravers' Union shall be made in small size to be used for stamping upon the bevel of photo engravings, and a larger size to be used for stamping upon mounting blocks. These dies shall be furnished by the Secretary-Treasurer free of cost to local unions or persons licensed to use them.

SEC. 99. All engravings to be used in behalf of our organizations, local or International, must be stamped with the I. P. E. U. label.

SEC. 100. Local unions shall appoint or elect local label committees, whose duties it shall be to further the use and usefulness of the I. P. E. U. label, co-operate with the President of the International Union, and file reports of the work with the International President at least once every three months, showing the progress realized and conditions confronting them in this work.

SEC. 101. Subordinate unions are required to further the interests of our label movement by participating in label exhibits, etc., and are urged to use every effort possible to the end that the I. P. E. U. label will appear upon all photo-engravings used by or in behalf of organized labor, and by the labor press.

It shall be mandatory that all locals shall insert a clause in their local Constitution making it an offense, punishable by a fine or reprimand, at the discretion of the local Union, for failure of any chapel or member thereof to stamp the I. P. E. U. label on every engraving made in a union shop.

SEC. 102. Local unions are required to submit a copy of all label literature issued by them to each of the International officers, and to the secretary of every local union or label committee.

SEC. 103. No other label or design can be used by any member or subordinate union other than the one provided for in Section 93.

OFFICIAL BUTTON

SEC. 104. There is hereby adopted an official button to be worn only by members in good standing, designating their membership in the International Photo-Engravers' Union, which design shall be a fac-simile of the I. P. E. U. label. The President and Secretary-Treasurer shall cause to be made a sufficient number of these buttons to be sold only to members under conditions provided for by the Executive Council, through application of local secretaries to the International Secretary-Treasurer.

TUBERCULOSIS BENEFITS

SEC. 105. Any member of a subordinate union who may become afflicted with tuberculosis shall be entitled, with the approval of his local union and the International President, to care and treatment at the sanatorium approved and selected by the I. P. E. U. of N. A.; *Provided*, That such member shall have been in continuous good standing in the International Photo-Engravers' Union of North America for a period of six months preceding his illness; this provision not to apply to regularly indentured and registered apprentices becoming journeymen members.

It is compulsory upon the part of any member who is afflicted with a cough or other symptoms of tuberculosis to be governed by the following rules:

(1) Any member who becomes afflicted with a cough or other symptoms of tuberculosis must, on the continuation of such symptoms for a period of thirty days, make application to the local Secretary for an order authorizing him to have a thorough chest examination by a reliable lung specialist.

The Secretary shall then refer application to the lung specialist for examination and shall insist upon receiving a written report covering the member's case.

(2) Upon presentation of the lung specialist's report to the International President of the I. P. E. U., stamped with the seal of the local union and accompanied by a statement of the case by the local Secretary, the amount expended by the local union shall be returned to it from the International Tuberculosis Fund.

The sum allowed from the International Tuberculosis Fund shall not exceed ten dollars, and any sum in excess of this amount shall be borne by the local union.

(3) If the member neglects to make application for such an examination or refuses to do so, complaint must be made by the chapel chairman, or any other member of the chapel, to the local secretary, and it then becomes his duty to see that said member undergoes an examination at once.

(4) When an examination shows the member to be afflicted with tuberculosis, he cannot return to work, but immediately becomes entitled to a sum of \$15.00 per week, dating from the day of examination and cessation of work.

(5) He shall immediately decide whether he desires to be placed under control of the International Executive Council, or under control of the local union, as provided by Section 106.

(6) The secretary of the local union shall immediately notify the International President of local member's sickness and his desire to be placed under International or local control.

SEC. 106. Members afflicted with tuberculosis and having qualified according to law to participate in the benefits allowed such members, shall immediately, upon notice of President, deposit International dues book with International Secretary-Treasurer, and shall during such time of ailment be considered solely under the jurisdiction of the International Union, *he* shall be exempt from payments of all dues and assessments. *The International Union shall carry his insurance provided by the International Union*, and he shall receive, free of charge, copies of "The American Photo-Engraver" every month while under the care of the tuberculosis department.

SEC. 107. In case it is found necessary that an operation should be performed on a patient, or in the event of the sanatorium sending him back to the local union from where the patient made application for tuberculosis benefits, the International Photo-Engravers' Union may provide for the payment of necessary expenses.

SEC. 108. In the event of it being found impracticable or undesirable to send an applicant for tuberculosis benefits to some approved sanatorium, a local union, in which such applicant is a member, may file a request with the Tuberculosis Department, asking that the member may be treated and cared for elsewhere. Upon such a request being granted, the local union making same must assume full responsibility for the care of the afflicted member and use such authority over his conduct as would be exercised in a well-established and regulated sanatorium, and shall exercise every precaution to prevent the abuse of the benefits of the Tuberculosis Department while assuming responsibility over any member under its care. Payments of such benefits shall be made indirectly to such afflicted members through the local unions responsible.

The secretary of the local union from whose jurisdiction such member receives benefits must report upon the condition of the member receiving tuberculosis benefits to the International President, upon blank forms provided for that purpose by the International Union. The secretary shall also submit a physician's report upon the member's condition upon demand being made for same by the International President. These reports must be signed by both the secretary and the president of the local union.

SEC. 109. Any member who has received tuberculosis benefits shall be examined by a lung specialist and present a certificate showing his physical condition to be such as to not become a menace to the health of others with whom he may be employed before again receiving his dues book from the International Secretary-Treasurer.

All necessary expenses of examination shall be borne by the International Tuberculosis Fund. Expenses of each examination not to exceed ten dollars.

SEC. 110. Whenever attention of the President of the I. P. E. U. is directed to any irregularity of conduct upon the part of a beneficiary of the Tuberculosis Department, or to false statements contained on application for these benefits, and which are essential in determining the validity of the application, he shall immediately make a thorough investigation of the matter reported to him; and if deception has been practiced he shall place the complaint before the Executive Council. Any member or members found guilty of defrauding the International Photo-Engravers' Union by means of false statements or otherwise shall be subject to discipline, fine or expulsion by the Executive Council.

FUNERAL BENEFITS

SEC. 111. On the death of a member of a subordinate union, the local President and Secretary shall draw on the Treasurer of the International Union for the sum of two hundred (\$200) dollars for the burial expenses of the deceased; *Provided*, That the deceased has been in continuous good standing in the International Photo-Engravers' Union of North America for a period of six months preceding his death, this proviso not to apply to regularly indentured and registered apprentices becoming journeymen members. Such order, if correct, and accompanied with the dues books of the deceased member, containing the declaration properly signed, and a copy of the death certificate from the Public Commissioner of Health, must be immediately honored.

SEC. 112. On the death of an advanced apprentice, who has been regularly registered with the International Union, the local President and Secretary shall draw upon the Secretary-Treasurer of the International Union for the sum of \$100.00 for the burial expenses of the deceased. Such order, if correct, and accompanied with the dues card of the advanced apprentice, showing him paid in full to time of death, and copy of the death certificate from the Public Commissioner of Health, must be immediately honored.

SEC. 113. Should a death occur while a subordinate union is in arrears, the Executive Council may use its discretion in honoring the funeral benefit claim after they have fully investigated all the circumstances bearing on the case and are satisfied that the claim should be paid.

SEC. 114. When a question arises as to the legality of a death claim, the International Secretary-Treasurer shall have authority to investigate the case and require a sworn statement signed by the president and secretary of the local union from which the claim originated, and, if he finds it necessary, to bring the whole case before the Executive Council for a decision.

SEC. 115. If a local officer shall alter a dues book after the death of a member (for whom the union has not paid all dues and assessments before the death) by adding stamps or writing, so as to make it appear being paid up for monthly dues and International assessments, a death claim under these circumstances shall not be allowed, and shall not be paid by the International Secretary-Treasurer; and a local officer or officers violating this law shall be suspended from all rights and privileges of the International-

al Photo-Engravers' Union of North America for a period of six months, and the local which he or they represent shall be fined \$100.

DEATH MEMORIAL

SEC. 116. Upon the death of any member in good standing in both local and International organizations, the International Secretary-Treasurer shall issue a death memorial to his heirs or next of kin, stating member to have been a true and faithful member until his death; said memorial to be signed both by the President and Secretary-Treasurer of the I. P. E. U. of N. A.

OFFICIAL JOURNAL

SEC. 117. There shall be published monthly by the International Photo-Engravers' Union an official journal under the title of "The American Photo-Engraver."

SEC. 118. The official journal shall be edited by the President and shall be under his supervision. The Executive Council shall determine all questions regarding subscriptions and advertising rates and the Associate Editors shall pass judgment on any matter intended for publication and which the Editor may deem harmful or inadvisable to publish.

SEC. 119. The subscription price for local unions and individual members in the United States or Canada, shall be \$1.00 per year; for foreign subscribers, \$1.50 per year.

SEC. 120. All local unions may be required to select an official correspondent and space to each correspondent may be limited to enable the publication of all contributions received.

SEC. 121. It is imperative on all local unions to subscribe for their entire membership to the official journal.

RESOLUTIONS

That the initiation fee of all unions shall be nearly uniform and not less than \$25.

That members receiving letters from open-shop firms with regard to positions shall send such letters to the International Secretary.

Resolved, That our members buy union-made goods whenever and wherever obtainable.

That Saturday afternoon be encouraged as a half-holiday in negotiating all future agreements, with a provision for double time.

That we demand our full share of benefit and protection resulting from the use of the A. P. T. Council label, and that said label should not be used on any printed matter which contains photo-engraved plates unless such plates are stamped with the I. P. E. U. label.

That at conventions, the delegates each contribute the sum of \$10, this to be turned into the local entertainment committee, and that the

International appropriate the sum of \$200 for the same purpose, so as to encourage locals to ask for conventions, so that they may be benefited thereby.

That the International Photo-Engravers' Union in convention assembled, does hereby protest against the use of injunctions in labor disputes, believing that the writ of injunction was never intended to restrain men from exercising their constitutional liberties, and we heartily endorse any action of the American Federation of Labor which will eradicate this abuse.

All applications for positions must be made to local Unions under whose jurisdiction person or persons are seeking employment. Any member furnishing an out-of-work list to employing photo-engravers shall be subject to discipline by his local Executive Board.

Resolved, That in the opinion of this convention assembled no apprentices should be allowed in any future agreements entered into by locals with newspaper publishers.

Resolved, That all locals instruct their delegates to the various Allied Printing Trades Councils, in all cities, and in the State Federation of Labor in such States, to insert a section in their agreements to the effect that all cuts or photo-engravings bear the I. P. E. U. label.

Resolved, That this convention discourage members of the I. P. E. U. from joining any military organization which may engage in the suppression of organized labor.

Local unions are urged to take every precaution to prevent incompetent workmen from securing membership in our organization.

WHEREAS, It is well known that a very great danger to the welfare of all members of our craft exists in the evil of price-cutting; therefore, be it

Resolved, That each and every member of the I. P. E. U. give his moral support and wherever possible his practical help to the campaign that the Employers' Association is now engaged in, which has for its object the maintenance of a standard and reasonable price for their product.

WHEREAS, In the manufacture of photo-engravings deadly fumes are constantly created; be it

Resolved, That this convention recommends all local unions to petition their employers for suction fans, pipes, etc., for the lessening of injury to health.

WHEREAS, The constant attempts of various members of the Asiatic race to gain a knowledge of the photo-engraving trade will undoubtedly result in their eventually desiring to gain admittance into our Union; and

WHEREAS, We believe that the admission of Asiatics to our organization would prove a serious menace to its welfare; therefore, be it

Resolved, That our members be warned against the threatened encroachment of these people, and that our members be urged to use all possible efforts to discourage the attempts of these Asiatics to gain a foothold in our trade.

WHEREAS, There are constantly being presented in Congress and State Senates many bills which if passed would be inimical to the interest of organized labor, and,

WHEREAS, Organized labor should watch more closely than ever the political issues of the day; therefore, be it

Resolved, That the members of this organization be urged to give closer attention to the candidates for election and endeavor to elect only such candidates as pledge themselves to protect the interests of the laboring classes.

Resolved, That a branch shall be closed to apprentices while any reliable journeymen are unemployed in the same. This, however, shall not be construed as affecting apprentices already indentured.

WHEREAS, The principle of any local soliciting support for their nominee to any international office is detrimental to the welfare of the Union, inasmuch as it may prejudice the judgment of delegates attending conventions; therefore, be it

Resolved, That it shall be illegal for a local to solicit the support of another local or delegate for the election of its nominee to any of the international offices.

Resolved, That this convention approves and empowers the holding of a bi-annual conference of Canadian local Unions, at which a member of the International Executive Council shall attend, together with one delegate only from each Canadian local, with the object of establishing and maintaining uniform conditions in Canadian locals, thereby consolidating our movement in Canada for the purpose of defraying expenses of such a conference, financial assistance be granted from the International funds at the discretion of the Executive Council.

WHEREAS, Members of the various local unions under the jurisdiction of the I. P. E. U. of N. A. have in the past made the practice of working for long periods at branches of the trade other than the branch designated in their dues book; and

WHEREAS, Such practices tend to create turmoil among our members, local or those coming in and applying for position thus held; be it therefore

Resolved, It shall be mandatory upon all members having worked six months at a branch other than the branch his card calls for to make application for change of branch to the one in which he is working. Failure to make such request in writing within fifteen days thereafter shall result in his forfeiting such position on demand of the local union.

Resolved, That it is the opinion of this convention that any member of the I. P. E. U. of N. A. making arrangements with any concern to accept a position on the pretense of or actually purchasing stock or shares or any

interest whatsoever in any engraving establishment on option or otherwise without first obtaining the sanction of the local Executive Board, shall be subject to a fine or suspension and International members must receive sanction of the International Executive Council.

Resolved, That all members of, and applicants for membership, to any local union under the jurisdiction of the I. P. E. U. of N. A. be encouraged to become citizens of the United States or Canada.

Resolved, That all local unions make every effort to eliminate the overtime evil; and that we, the delegates to the Twenty-second Annual Convention, urge upon local unions the adoption of the following clause in their by-laws and in new agreements:

"No member shall be permitted to work more than eight hours' overtime in any one week; Provided, however, that in cases of extreme emergency the local secretary may extend the number of hours not to exceed twelve."

Resolved, That this convention recommend that all officers of local unions have union mail addressed to their home address instead of the place of their employment.

WHEREAS, A number of photo-engravers have recently been brought from England to Canada to overcome a temporary shortage or apparent shortage of journeymen workers in that section, some of whom only received temporary employment and have since been obliged to seek employment in other localities; therefore be it

Resolved, That the further importation of photo-engravers from foreign countries be discouraged until such time as the Executive Council of the International Photo-Engravers are convinced that such influx is necessary and urgent and will not prove detrimental to our members.

WHEREAS, Clause 10, with its co-operative understanding of employment has proven beneficial to the photo-engraving industry and all those engaged therein; and

WHEREAS, This agreement must be guarded against the selfish motives of those over-zealous to advance their own interests; therefore be it

Resolved, That this convention go on record as being opposed to the creation of such conditions by the adoption of excessive initiation fees or other methods to make the entering into the photo-engraving business difficult and discouraging.

WHEREAS, The forty-four-hour week during the twenty months since its inauguration in the photo-engraving industry has proven beneficial to the members of this Union, and to the industry in general, therefore, be it *Resolved*. That this International Union resist in every manner possible the threatened attack upon this condition by the interests inimical to the progress of the photo-engraving industry.

WHEREAS, believing that the making of photo-engravings for strictly commercial use by newspaper shops is detrimental to the best interests of our craft, therefore, be it

Resolved, That it is the sense of this Convention that such practice must cease, and be it further

Resolved, That when such commercial work is found in the photo-engravers' department of newspaper shops, the same shall be reported to the Secretary of the local union in this district.

WHEREAS, Our attention has been called to cases involving allegations of breaches of contracts by certain employers, resulting in hardship upon members, and

WHEREAS, In the peculiar circumstances, and owing to conditions existing in the locals where the aforesaid alleged breaches of contracts have occurred, local action has not been deemed advisable, and

WHEREAS, Such inaction has had the effect of throwing a burden of extra unemployment upon other local unions, thus lifting the matter out of the category of purely local concern; and furthermore, to the end that members may be assured adequate protection, therefore be it

Resolved, That we deem this matter of such importance to the union as a whole as to warrant investigation by the International Executive Council; and we hereby direct that in all such cases as are or may be beyond local control and settlement, the local union shall submit a complete report, together with all necessary correspondence, statement of complaint, etc., (or copies) to the International Executive Council for the purpose of such investigation with power to act.

WHEREAS, The issue of a weekly employment report by the International Secretary-Treasurer has very much simplified the connecting of unemployed members with vacant situations, and has proven much more effective than the methods in vogue before its adoption, be it therefore

Resolved, That local Secretaries do all in their power to assist this work by promptly reporting vacancies in their jurisdiction, and also by notifying members writing from outside their jurisdiction of positions published in the weekly report.

WHEREAS, The I. P. E. U. label is one of the most important factors in identifying engravings produced under union conditions, and

WHEREAS, This label is in most instances stamped on the block or the base of the photo-engraving, and

WHEREAS, In a great many instances our label is eliminated through the remounting or trimming the bases,

Resolved, That it be urged upon all photo-engravers to place the I. P. E. U. label on the metal of the plates produced wherever possible; this to apply to the bevel edge of square half tones or the dead metal in line etchings. Be it further

Resolved, That the members of all locals be urged to give more attention to the use of our label.

WHEREAS, The inter-state and intra-state conferences held under the auspices and with the co-operation of the international officers in different parts of the country, especially in the eastern section of the land, have

been conducive to much progress and decided benefit to the locals involved, therefore be it

Resolved, That this Convention goes on record as expressing its appreciation for the good work accomplished in this wise, and be it further

Resolved, That we recommend that the same procedure be followed on the Pacific Coast.

WHEREAS, Section 26 of General Laws is not being followed out by all subordinate locals and as it was drafted for the safety and good of our local unions, therefore be it

Resolved, That the officers of all local unions be more strict in carrying out the intent of Section 26 of the General Laws regarding the use of the I. P. E. U. seal.

WHEREAS, The helping of non-union employers is detrimental to our interests;

Therefore Be It Resolved, That this, the Twenty-seventh Annual Convention of the International Photo-Engravers' Union, go on record as disapproving the loaning of equipment or the rendering of service of any kind to non-union employers by any of our fair employers.

BE IT RESOLVED, *That the International Photo-Engravers' Union of N. A. in the future admit no member to the Gravure branches of the local unions under any other condition than that prevailing for photo-engravers.*

WHEREAS, *In some of our local unions, members are permitted to work in any of the several branches other than that which their card calls for; and*

WHEREAS, *These members apply for positions in other locals where this practice is not permitted;*

THEREFORE BE IT RESOLVED, *That any member applying for a position in another local it is mandatory that he notify the secretary of the local in which he applies for a position to state the branch his card calls for; and*

BE IT FURTHER RESOLVED, *That all local unions and international members be advised by a special letter of this resolution.*

NOTE

All new laws and amendments adopted by the Kansas City, Missouri, 1927 Convention, and by the Executive Council as authorized by that Convention, appear in italics.

APPENDIX B

ARTICLES OF AGREEMENT

MADE AND ENTERED INTO BETWEEN THE PHILADELPHIA PHOTO-
ENGRAVERS' UNION, No. 7, I. P. E. U. OF N. A., AND
THE MANUFACTURING PHOTO ENGRAVERS' ASSOCIATION
OF PHILADELPHIA

January 1, 1928

ARTICLE I

PREAMBLE

This agreement, made and entered into, to take effect on the 1st of January, 1928, between the Manufacturing Photo-Engravers' Association of Philadelphia, to be hereinafter referred to as the EMPLOYER, and the Philadelphia Photo-Engravers' Union, No. 7, I. P. E. U. of N. A., to be hereinafter referred to as the UNION.

WITNESSETH: That from and after the first day of January, 1928, and continuing as hereinafter provided, the parties hereto bind themselves to faithfully observe and enforce the terms and conditions of this agreement.

ARTICLE II

SECTION 1. This agreement, in its entirety, shall apply uniformly in all shops under the jurisdiction of the parties to this agreement and the so-called co-operative shops operated by Union men shall conform to all conditions and requirements as are observed in all other union shops.

SEC. 2. The conditions set forth in this agreement shall be uniformly observed and maintained in all shops where Union men are employed in this locality and upon the same character of work.

ARTICLE III

UNION SHOP

SECTION 1. The Employers shall employ none but members in good standing in the Union to do any work that comes under jurisdiction of the Philadelphia Photo-Engravers' Union, No. 7, I. P. E. U. of N. A.

SEC. 2. No extra charge shall be made for stamping or placing the I. P. E. U. label on plates.

SEC. 3. That the I. P. E. U. label shall be permitted on all engravings.

ARTICLE IV

LABOR SUPPLY

SECTION 1. In consideration of the exclusive employment of members of the Union as herein specified, the Union agrees to furnish the necessary competent help to the employers when called upon. In the event of the Union failing to furnish competent workmen, satisfactory to the employer, within 48 hours after formal request has been made, the employer may secure such workmen from other sources; provided that such workmen shall be paid not less than the minimum rate of wages, and provided that such men so employed must make application to become members of the Union within thirty days, and such applicant shall become entitled to membership as journeyman in accordance with the Constitution and By-Laws of the Union.

The word "satisfactory" is not to be interpreted to jeopardize any member of the Union from changing his employment.

SEC. 2. Any and all processes of photo-engraving and all kindred processes and parts thereof shall be done by members of the Philadelphia Photo-Engravers' Union, No. 7, I. P. E. U., or International Union of North America. That no contract conflicting with this agreement shall be entered into.

This provision is intended to prevent any employer co-operating with another photo-engraving employer in defeating the purpose of the Union and is not intended to restrict the facilitation of the necessary service in the production or repairing of engravings.

ARTICLE V

SCALE OF WAGES

SECTION 1. That the minimum scale of wages shall not be less than \$60.00 per week during 1928 to the journeymen of all branches.

Photographers and Strippers, Half-tone Etchers and Printers, Line Etchers and Printers, Engravers, Routers and Blockers, Color Artists, Hand Press Proofers, Power Press Proofers, Offset and Photogravure Workers, Aquatone and such other branches as may develop.

ARTICLE VI

SCHEDULE OF HOURS

SECTION 1. Forty-four hours shall constitute a week's work. The working days to be between the hours of 8 A. M. and 5 P. M. daily except Saturday, when the working hours shall be from 8. A M. to 12 M.

SEC. 2 All employees must give one week's notice to employers before leaving their positions, and employers must give one week's notice before discharging or laying off employees.

SEC. 3. Whenever an employee is filling a temporary position he shall be subject to the above conditions after a period of work exceeding two (2) weeks.

SEC. 4. The starting and quitting time and schedule of working hours of all branches shall be uniform throughout a shop on both day and night forces, unless otherwise mutually agreed upon.

SEC. 5. Night work shall consist of any work done between the hours of 5 P. M. and 6. A. M., Saturdays excluded; and forty (40) hours shall constitute a full week's work. Working hours that precede a holiday shall extend to the usual hours of quitting time.

The minimum scale of wages paid to night workers shall be \$10.00 above the day scale.

ARTICLE VII

REDUCED WORKING SCHEDULE

SECTION 1. Should it be deemed necessary to reduce the working hours, the Employer shall designate the hours of work, provided such reduction shall be equal on each day of the week (Saturday excepted) and shall affect the entire working force. Notice of reduction of working hours must be posted at least three working days prior to the beginning of the next working week, and notice of resumption of regular schedule of working hours must be posted prior to one full working day before the change becomes effective.

SEC. 2. When the schedule of hours is reduced, such reduced time shall constitute the regular time, and work performed in excess thereof shall constitute overtime and shall be paid for at overtime rates.

ARTICLE VIII

OVERTIME RATES

SECTION 1. Overtime shall constitute all work performed in excess of the regular established schedule of working hours and shall be paid for as follows:

For the first three consecutive hours of continuous work, **TIME AND ONE-HALF**; **DOUBLE TIME** thereafter.

Saturday, after regular quitting time, Sunday and the following Holidays:

New Year's, Memorial Day, Fourth of July, Labor Day, Thanksgiving day and Christmas, **DOUBLE TIME**.

SEC. 2. Any member of the Union voluntarily losing time (except by permission of the Employer or through sickness) may be required to work that amount of lost time within the week in which the loss occurs before receiving overtime rates. In no case shall such lost time be made up on Saturday afternoon or a holiday or Sunday.

SEC. 3. Any member working overtime and having any lost time during the week shall have the lowest rate of overtime deducted first.

ARTICLE IX

SHOP PRACTICES

SECTION 1. It shall be definitely understood and agreed that change of clothing and washing shall not be performed during working hours, nor shall it be paid for by the Employer.

SEC. 2. No rule or regulation initiated by either the Union or the Employer affecting the terms of the agreement shall become operative without the consent of both parties thereto. In the event of a difference arising therefrom, the matter shall be adjusted by the Local Industrial Council in full compliance with the provisions of Article XI of this agreement.

SEC. 3. All differences that may arise, not covered by this agreement, regarding working conditions, shall be adjusted between the employer and the Executive Officers of the Local Union and as further provided for in Article XI of this agreement. There shall be no interference by the Chapel Chairman with the policy or management of a plant until the matter has been taken up with the superintendent or those in authority for adjustment.

SEC. 4. There shall be no restriction as to the amount of work a man shall do, or the kind of work he shall handle, within his branch, nor shall there be any limitations upon the apparatus or method he shall use.

SEC. 5. General sanitary health and protective conditions shall prevail in all establishments in accordance with the provisions of the Pennsylvania State Sanitary Laws and such other provisions as may be agreed to from time to time by the Local Joint Industrial Council.

ARTICLE X

SECTION 1. Apprentices are to serve an apprenticeship of not less than five years.

Such apprentice shall not be less than 16 years of age or over 25.

After a medical examination, all apprentices, duly approved by the Union, shall be indentured to and be governed by the laws of the Union.

SEC. 2. The number of apprentices shall be based upon the number of journeymen employed in the shop at large, at the ratio of one apprentice to five journeymen. There shall be a journeyman employed in every department where an apprentice is allowed. In the event that the working force is reduced and the apprentices exceed the ratio prescribed in this agreement the last apprentice or apprentices employed shall be laid off to conform with the agreement, except where the excess of apprentices is due to the inability of the Union to furnish the required journeymen.

SEC. 3. It is mutually understood that when a boy is indentured to the trade he shall devote his entire time to his branch, and further, that he be given every opportunity by both parties to this agreement to become a thoroughly competent journeyman.

SEC. 4. Recognizing a responsibility toward unemployed apprentices, any concern entitled to registration shall give consideration to apprentices unemployed. The Union shall have the right to insist upon designating from its unemployed list the third apprentice to be registered by any concern. The time and branch designation of such apprentice shall be recognized unless otherwise agreed upon. Any difference arising relative to this clause shall be referred to the Local Joint Industrial Council for interpretation and decision.

SEC. 5. No apprentice shall be allowed to work overtime, except by permission of the business office, and then only when a competent journeyman cannot be obtained.

SEC. 6. The minimum scale of wages per week for apprentices beginning January 1, 1928, shall be as follows:

First half of first year.....	\$10.00
Last half of first year.....	12.00
First half of second year.....	14.00
Last half of second year.....	16.00
First half of third year.....	19.00
Last half of third year.....	23.00
First half of fourth year.....	27.00
Last half of fourth year.....	31.00
First half of fifth year.....	38.00
Last half of fifth year.....	45.00

ARTICLE XI

A local joint Industrial Council shall be created, to consist of five representatives of each party to this agreement; three of each to constitute a quorum. In case of vacancy, absence or refusal of a representative to act, another shall be immediately appointed in his place. All questions of difference arising out of or concerning this agreement, and all questions arising between any of the members of the Association and their employees which cannot be adjusted by conciliation shall be referred to and be disposed of by the Local Joint Industrial Council. The Local Joint Industrial Council shall meet regularly each month at such time and place as may be determined by it, and shall also meet within five days whenever a question of difference arises, after due notice in writing shall have been filed with each chairman of the Council. The Local Joint Industrial Council shall decide in all cases all questions submitted to it, and its award in all cases shall include a determination of all issues involved and shall cover the full period between the raising of the issues and their final settlement. In the event of the Local Joint Industrial Council for any cause cannot arrive at a decision within fifteen days after notice has been filed, the question of difference shall be submitted immediately thereafter to the Photo-Engravers' Joint Industrial Council, and whose award or decision shall be final and binding upon both parties. The decisions of the Photo-Engravers' Joint Industrial Council, and the enforcement thereof, shall not conflict with the Constitution and By-Laws of the I. P. E. U. of N. A., and the Philadelphia Photo-Engravers' Union No. 7, as in force January 1, 1928.

Working conditions prevailing at the time the differences arise shall be preserved and unchanged until a decision of the matter shall be reached.

ARTICLE XII

TERM OF AGREEMENT: RENEWAL

This agreement is to be in force for the term beginning the first day of January, 1928, and ending the 31st day of December, 1928, excepting, however, that the arbitration clause as provided herein shall continue in

full effect until the 31st day of January, 1929, during which period working conditions, hours and wages shall remain unchanged and obtain as heretofore provided. No strikes, walk-outs, shut-outs, or cessation of work either directly or indirectly shall be called, ordered or permitted during said period.

Should either party at the expiration of this agreement desire changes or alterations therein a written notice to this effect shall be served upon the other party not less than sixty (60) days prior thereto, otherwise this agreement shall continue from year to year in full force and effect, provided, however, the same may be terminated at the close of any year upon sixty (60) days' notice in writing

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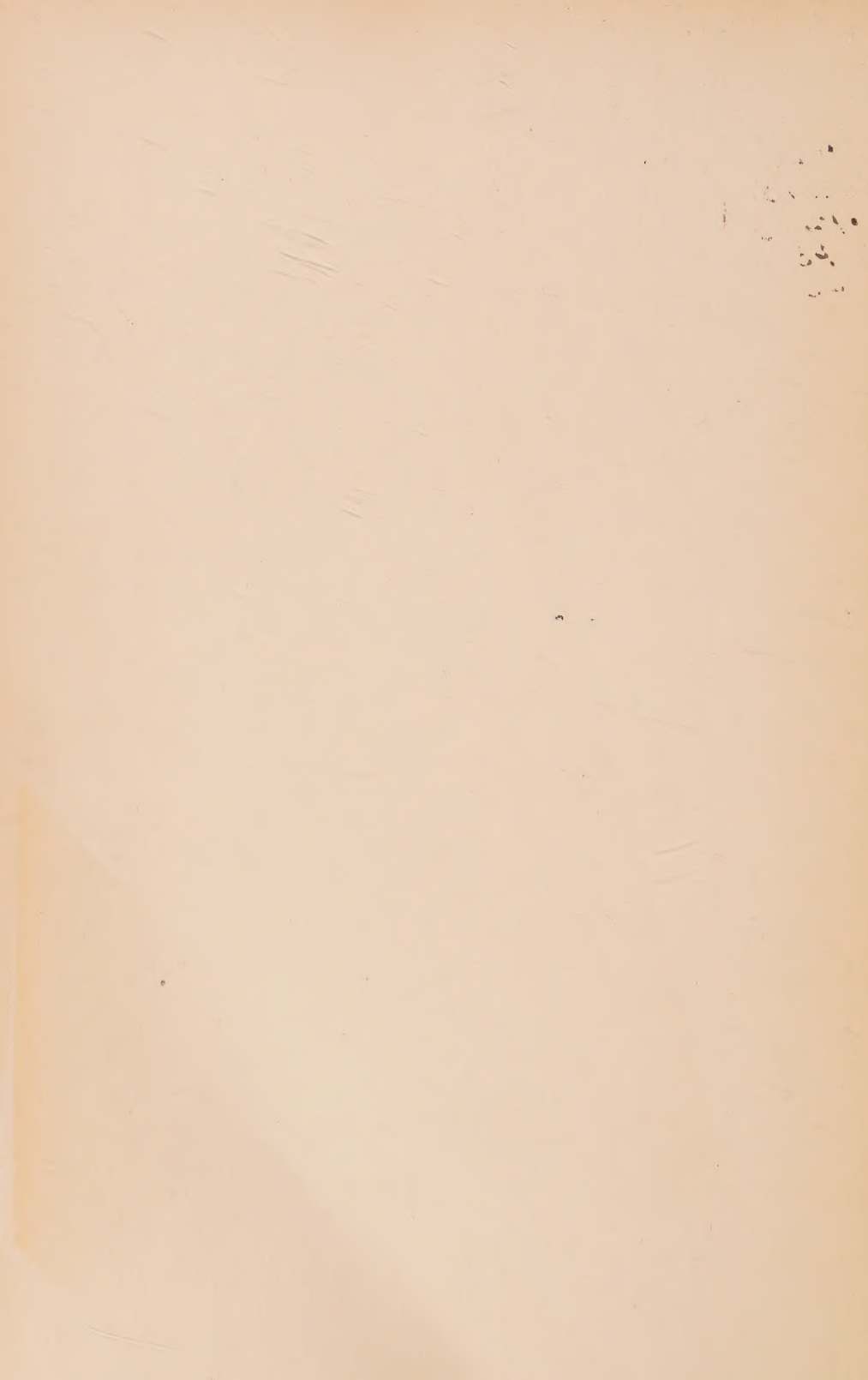
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